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The Non-Contested Divorce: Pleadings and Procedures

Office of Continuing Legal Education at the University of Kentucky College of Law

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**THE NON-CONTESTED
DIVORCE:
Pleadings and Procedures**

January 1999

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NON-CONTESTED DIVORCE IN KENTUCKY: PLEADINGS AND PROCEDURES

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NON-CONTESTED DIVORCE IN KENTUCKY: PLEADINGS AND PROCEDURES

Table of Contents

I. PRELIMINARY MATTERS: WHAT IS A “NON-CONTESTED” DIVORCE? 1

- A. Initial Client Conference 1
 - 1. Intake information 1
- B. Joint Representation 1
 - 1. Rules of Professional Conduct 1.7, 1.8 and 1.9 1

II. THE PROCESS AND THE FORMS 1

- A. Preparation Of The Petition (KRS 403.150) 1
 - 1. Verification and irretrievable breakdown 1
 - 2. Jurisdiction and venue 1
 - 3. Separation 2
 - 4. Minor children 2
 - 5. Pregnancy 2
 - 6. Domestic violence 2
 - 7. Miscellaneous allegations 2
 - 8. Demand for relief 2
- B. Filing Fees 3
- C. Vital Statistics Sheets 3
- D. Service Of Process 3
- E. Entry Of Appearance And Waiver 4
- F. Other Filings As Required By Local Rule 4
- G. Preparation Of The Property Settlement 4
- H. “Taking Proof” 4
- I. The Decree 4
- J. Wage Assignment Orders 4
- K. Qualified Domestic Relations Orders 4

III. LOCAL RULES AND PROCEDURE 5

- A. Local Rules And Procedure In The Family Courts Of Jefferson County 5
 - 1. Additional filings 5
 - 2. Rule 509: Mediation 5
 - 3. Rule 510(A)(4): Proof 5
- B. Local Rules And Procedure For Domestic Cases In Fayette Circuit Court 6
 - Proposed Rule Amendments 6
 - 1. Additional filings 6

APPENDIX A: FORMS AND SAMPLE PLEADINGS 7

- Initial Interview Questionnaire - Dissolution 9
- Petition For Dissolution Of Marriage - Sample A 13
- Petition For Dissolution Of Marriage - Sample B 17
- Commonwealth Of Kentucky Worksheet For Monthly
Child Support Obligation 21
- Time-Sharing Guidelines - Fayette Circuit Court 23
- Motion To Proceed In Forma Pauperis And Supporting Affidavit 27
- Order For In Forma Pauperis 31
- Commonwealth Of Kentucky Certificate Of Divorce Or Annulment 33
- Civil Summons 35
- Entry Of Appearance And Waiver - Jefferson Family Court 37
- Entry Of Appearance - Fayette Circuit Court 39
- Property Settlement, Child Custody And Support Agreement 41
- Suggested Questions To Ask At An Uncontested Divorce Hearing 49
- Motion To Submit By Deposition Upon Written Questions 51
- Order To Submit By Deposition Upon Written Questions 53
- Deposition Upon Written Questions 55
- Decree Of Dissolution Of Marriage 59
- Wage Assignment Order - Jefferson Circuit Court 61
- Wage Assignment Order - Fayette Circuit Court 63
- Employee Savings Retirement Plan - Procedures For Determination And
Administration Of Distributions Under Qualified Domestic Relations Orders .. 65

• Sample QDRO - Employee Savings Retirement Plan (401(k))	67
• Mandatory Case Disclosure - Jefferson Family Court	75
• Notification Of Custody And/Or Visitation Issue - Jefferson Family Court	85
• Order And Notice Of Mediation - Jefferson Family Court	87
• Oral Proof Before Commissioner - Jefferson Family Court	89
• Notice To Attend Parents Education Clinic And/Or Kids' Time - Fayette Circuit Court	91
• Checklist Certificate - Fayette Circuit Court	93

APPENDIX B: SUPREME COURT RULES AND STATUTORY PROVISIONS 95

Kentucky Supreme Court Rule 3.130: Kentucky Rules Of Professional Conduct	97
• Rule 1.7 Conflict of Interest: General Rule	97
• Rule 1.8 Conflict of Interest: Prohibited Transactions	98
• Rule 1.9 Conflict of Interest: Former Client	99
Kentucky Revised Statutes	101
• 403.044 Testimony In Certain Cases Not Taken For Sixty Days After Complaint Filed	101
• 403.140 Marriage - Court May Enter Decree Of Dissolution Or Separation	101
• 403.150 Procedure - Commencement Of Action, Pleadings, Abolition Of Existing Defenses	102
• 403.170 Marriage - Irretrievable Breakdown	102
• 403.215 Assignment Of Wages For Child Support Obligations	103
• 403.480 Information Under Oath To Be Submitted To Court - Continuing Duty	103
• 452.470 Where Action For Maintenance Or Dissolution Must Be Brought	103
• 454.210 Personal Jurisdiction Of Courts Over Nonresident - Process, How Served - Venue	104

NON-CONTESTED DIVORCE: PLEADINGS AND PROCEDURES

*Stephanie L. Morgan, Goldberg & Simpson, P.S.C.
Mary E. Schoonover, Pro Bono, Inc./Law Care*

Non-Contested Divorce Proceedings and Review of Forms for Standard Pleading

Preliminary Matters: What is a "Non-Contested" Divorce?

Initial Client Conference

Intake Information

Joint Representation

Rules of Professional Conduct 1.7, 1.8 and 1.9

The Process and The Forms

Preparation of the Petition -- Governed by Ky. Rev. Stat. (KRS) 403.150

1. Verification and Irretrievable Breakdown

*KRS 403.170(3) -- There is an "irretrievable breakdown" if there is no reasonable possibility of reconciliation.

2. Jurisdiction and Venue

*KRS 403.140(1)(a) -- The Petitioner must have resided within the state (or have been stationed in the state as a member of the armed services) for "180 days next preceding the filing of the petition.

*KRS 452.470 -- Proper venue is the county in which the husband or wife usually reside unless both parties agree on a different venue and the Court agrees to hear the case.

3. Separation

***KRS 403.170(1) -- No decree of divorce may be entered until the parties have lived separate and apart for sixty (60) days.**

***"Separation" can involve living in the same house as long as sexual relations are not resumed.**

4. Minor Children

***If the divorcing parties have minor children, the provisions of KRS 403.480 must be incorporated into the Petition.**

***KRS 403.044 -- When there are minor children, no testimony (other than on temporary motions) will be received for sixty (60) days from the earlier of: 1) the service of summons; 2) appointment of a warning order attorney; or 3) the filing of a responsive pleading or entry of appearance.**

5. Pregnancy

***KRS 403.150(7) -- Court may continue the case if the wife is pregnant at the time of filing of the Petition.**

6. Domestic Violence

***Previous orders must be disclosed.**

7. Miscellaneous Allegations

***Ages, Occupations and Residences of both parties must be included.**

***The date of marriage and place where the marriage is registered must also be included.**

***The Petition must also state whether any arrangements have been made for custody, visitation, support and maintenance of a spouse.**

8. Demand for Relief

***Dissolution**

*Child support

*Calculations pursuant to child support guidelines

*Health and dental insurance

*Custody

*Visitation

*Maintenance

*Division of property

*Allocation of responsibility for marital debts

*Restoration of non-marital property

*Attorney fees and costs

*Restoration of maiden name

*Any other relief deemed appropriate

Filing Fees

*Indigent Clients

*Motion to Proceed In Forma Pauperis -- Must allege that Petitioner does not have sufficient funds or property with which to pay the costs of the divorce action.

*Affidavit in Support of Motion to Proceed In Forma Pauperis

Vital Statistics Sheets

*Need to know county and state of birth of the parties.

Service of Process

*In-State Residents -- May be served by certified mail, sheriff or warning order attorney.

***Out-of-State Residents -- May be served by certified mail or warning order attorney**

***Caveat: Unless the out-of-state respondent enters an appearance, the Court may not have personal jurisdiction over him or her unless he or she is served pursuant to the long-arm statute (KRS 454.210). Without personal jurisdiction, the Court may not order the Respondent to pay maintenance or child support. Obviously, this won't be an issue if you truly have a "non-contested" divorce.**

Entry of Appearance and Waiver -- Key tool for a truly "non-contested" divorce.

***Caveat: Jefferson County Local Rule 607(B) requires a party not represented by an attorney to sign all waivers and agreements before a clerk of the Court.**

Other Filings (as required by local rules)

Preparation of the Property Settlement Agreement

"Taking Proof" -- May be done by deposition, interrogatories or in person.

The Decree

Wage Assignment Orders

***KRS 403.215 requires that any new or modified child support order provide for a wage assignment unless the Court finds good cause not to have such an order.**

Qualified Domestic Relations Orders

Local Rules and Procedure in the "Family Courts" of Jefferson County

Additional Filings

Mandatory Case Disclosure Forms -- Must be filed no matter what (even if an Agreement is being filed with the Petition)!

-Court's attempt to guarantee financial disclosure.

-Helps court determine conscionability.

Form 507: Notification of Divorce Involving Minor Children

Form 508: Order of Attendance for Divorce Education Program

-Rule 508: Petitioner must schedule within thirty (30) days of filing.

Rule 509: Mediation

Rule 510(A)(4): Proof

*To be taken by Commissioner (instead of the Court) unless there is a timing emergency.

*Either party may give proof.

**Local Rules and Procedure for Domestic Cases in the Fayette Circuit Court
(Proposed amendments to RFCC 27 as of 8/98, but not yet in effect):**

Additional filings:

RFCC 27.01(E) -- Notice to Attend Parents' Education Clinic of Kids' Time (Form FB-1) must be completed and tendered to the Circuit Court Clerk at the time the Petition for Dissolution is filed

RFCC 27.01(C) -- Preliminary Verified Disclosure Statement -- Must be served upon the Respondent within 60 days of service or entry of appearance or within 30 days of receipt of same from the opposing party except for good cause shown or by agreed order. Not to be filed with the Court.

RFCC 27.02 (B) and (C) -- Checklist Certificate (Form FB-2) must be tendered with the Motion for Uncontested Trial Date or Motion to Submit

*Fayette Circuit Court, 3rd Division, only accepts uncontested divorce actions upon deposition. The Motion to Submit may be made without appearance at Motion Hour by tendering the Motion, verified Deposition, Settlement Agreement, Checklist Certificate, and Order Submitting to the Judge. (Forms FB 10(A), FB 10(D), and FB 11 included as examples.)

Mediation: A trained Mediator is available at all Domestic Relations Motion Hours to help parties resolve limited issues, usually temporary child support, maintenance and property/debt issues. The Judge may also refer parties to mediation through the office of the Friend of the Court to resolve issues regarding visitation when custody is not in dispute.

*There are no Domestic Relations Commissioners in the Fayette Circuit Court.

APPENDIX A

FORMS AND SAMPLE PLEADINGS

- Initial Interview Questionnaire - Dissolution
- Petition For Dissolution Of Marriage - Sample A
- Petition For Dissolution Of Marriage - Sample B
- Commonwealth Of Kentucky Worksheet For Monthly Child Support Obligation
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- Motion To Proceed In Forma Pauperis And Supporting Affidavit
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- Deposition Upon Written Questions
- Decree Of Dissolution Of Marriage
- Wage Assignment Order - Jefferson Circuit Court

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- Oral Proof Before Commissioner - Jefferson Family Court
- Notice To Attend Parents Education Clinic And/Or Kids' Time - Fayette Circuit Court
- Checklist Certificate - Fayette Circuit Court

INITIAL INTERVIEW -- DISSOLUTION

WIFE _____ (MAIDEN) _____

ADDRESS _____

CITY _____ STATE _____ RESIDENCE ____ HOW LONG _____

PHONE: _____ (Home) _____ (Work) _____ (Fax)

DATE OF BIRTH _____ PLACE OF BIRTH _____

EMPLOYER _____

SALARY \$ _____

DATE/MARRIAGE _____ PLACE/MARRIAGE _____

DATE/SEPARATION _____ #/PRIOR MARRIAGES _____

RACE _____ SOCIAL SECURITY # _____

MILITARY _____ BENEFITS _____

PREGNANT: YES _____ NO _____ FATHER OF CHILD _____

HUSBAND _____

ADDRESS _____

CITY _____ STATE _____ RESIDENCE ____ HOW LONG _____

PHONE: _____ (Home) _____ (Work) _____ (Fax)

DATE OF BIRTH _____ PLACE OF BIRTH _____

EMPLOYER _____

SALARY \$ _____

DATE/MARRIAGE _____ PLACE/MARRIAGE _____

DATE/SEPARATION _____ #/PRIOR MARRIAGES _____

RACE _____ SOCIAL SECURITY # _____

MILITARY _____ BENEFITS _____

CHILDREN			
Name	Date of Birth	Relation	Social Security #

ADDRESSES LAST 5 YEARS:

HEALTH INSURANCE _____

PRE-NUPTIAL AGREEMENT: YES _____ NO _____ DATE: _____

AGREEMENT: _____

SPECIAL CONCERNS: _____

BILLING INFO: _____

RETAINER: \$ _____

NOTES: _____

ISSUES:

_____ Whether marriage irretrievably broken
_____ Restoration of non-marital property
_____ Division of marital property
_____ Assignment of responsibility for debts

_____ Custody
_____ Child support
_____ Maintenance
_____ Attorney Fee Award

COMMONWEALTH OF KENTUCKY
22ND JUDICIAL CIRCUIT
FAYETTE CIRCUIT COURT
CIVIL BRANCH
____ DIVISION
CASE NO.: ____ CI ____

IN RE THE MARRIAGE OF:

PETITIONER NAME

PETITIONER

AND PETITION FOR DISSOLUTION OF MARRIAGE

RESPONDENT NAME

RESPONDENT

* * * * *

This proceeding is initiated by the Petition of the wife/husband.

1. The relevant information concerning the Petitioner is:

A. NAME:

B. RESIDENCE:

C. LENGTH OF RESIDENCE IN KENTUCKY:

D. AGE:

DATE OF BIRTH:

COUNTY AND STATE OF BIRTH:

E. OCCUPATION:

F. NUMBER OF PREVIOUS MARRIAGES: HOW TERMINATED:

G. SOCIAL SECURITY NUMBER:

2. The relevant information concerning the Respondent is:

A. NAME:

B. RESIDENCE:

C. LENGTH OF RESIDENCE IN KENTUCKY:

D. AGE:

DATE OF BIRTH:

COUNTY AND STATE OF BIRTH:

E. OCCUPATION:

F. NUMBER OF PREVIOUS MARRIAGES: HOW TERMINATED:

G. SOCIAL SECURITY NUMBER:

3. The parties were married on _____ and the marriage is registered in _____.

4. The parties were separated on or about _____, and they have lived separate and apart since that date. (Or, "The parties continue to share the marital residence, but separated on or about _____ pursuant to the provisions of KRS 403.170.)

5. There is/are living, minor child(ren) born of this marriage with present residence as indicated:

	NAME	DATE OF BIRTH	RESIDENCE
--	------	---------------	-----------

1)

2)

3)

4)

6. The above-named child(ren) have lived at the following addresses during the last five years:

7. The above-named child(ren) have lived with the following persons during the last five years, whose name and present addresses are:

8. The Petitioner has/has not participated as a party, witness, or in any other capacity whatsoever in any litigation concerning the custody of the above-named child(ren) in this or any other state.
9. Petitioner does/does not have any information concerning a pending custody proceeding involving the above-named child(ren) in a court of this state or any other state.
10. The Petitioner does/does not know of any person not a party to the proceeding who has physical custody of the child(ren) or claim to have custody or visitation rights with respect to the child(ren).
11. The wife is not pregnant.
12. _____ is the fit and proper person to have custody of the minor child(ren) of the parties. (OR, The parties are fit to have joint custody of the minor children of the marriage, with the Petitioner/Respondent designated as the primary residential parent.)
13. There are currently no Emergency Protective Orders or Domestic Violence Orders in effect against either party. [OR, An EPO/DVO was entered against the Petitioner/Respondent on or about _____ by the _____ District Court, Case No. _____. Disclose temporary custody and child support orders that may also be in effect.]
14. The marriage is irretrievably broken.

WHEREFORE, the Petitioner requests the Court to:

1. Enter a Decree of Dissolution of Marriage.
2. Award the _____ permanent custody of the minor child(ren) of the parties [OR "Award the parties joint custody of the minor children with the Petitioner/Respondent designated as the primary residential parent;"]
3. Award the _____ reasonable visitation with the minor child(ren) of the parties.
4. Award the _____ child support.
5. Equitably divide the marital property and debt;

6. Restore non-marital property, if any, to the appropriate party;
- [7. Restore Petitioner to her former name of _____.]
8. Award Petitioner all other relief to which he/she may be entitled.

ATTORNEY FOR PETITIONER

VERIFICATION

I have read the allegations set forth in this Petition and same are true and correct to the best of my knowledge and belief.

PETITIONER

STATE OF KENTUCKY
COUNTY OF _____

Subscribed and sworn to before me by _____ on this the _____ day of _____, 19__.

NOTARY PUBLIC, STATE AT LARGE

My Commission expires: _____

COMMONWEALTH OF KENTUCKY
22ND JUDICIAL CIRCUIT
FAYETTE CIRCUIT COURT
CIVIL BRANCH
____ DIVISION
CASE NO.: ____ CI ____

IN RE THE MARRIAGE OF:

PETITIONER NAME

PETITIONER

PETITION FOR DISSOLUTION OF MARRIAGE

and

RESPONDENT NAME

RESPONDENT

* * * * *

This proceeding is initiated by the Petition of the wife/husband.

1. The relevant information concerning the Petitioner is:

A. NAME:

B. RESIDENCE:

C. LENGTH OF RESIDENCE IN KENTUCKY:

D. AGE:

DATE OF BIRTH:

COUNTY AND STATE OF BIRTH:

E. OCCUPATION:

F. NUMBER OF PREVIOUS MARRIAGES: HOW TERMINATED:

G. SOCIAL SECURITY NUMBER:

2. The relevant information concerning the Respondent is:

A. NAME:

B. RESIDENCE:

C. LENGTH OF RESIDENCE IN KENTUCKY:

D. AGE:

DATE OF BIRTH:

COUNTY AND STATE OF BIRTH:

E. OCCUPATION:

F. NUMBER OF PREVIOUS MARRIAGES: HOW TERMINATED:

G. SOCIAL SECURITY NUMBER:

3. The parties were married on _____, and the marriage is registered in _____.

4. The parties separated on or about _____, and they have lived separate and apart since that date. [OR The parties continue to share the marital residence, but separated on or about _____ pursuant to the provisions of KRS 403.170.]

5. There are no living minor children born of this marriage.

6. The wife is not pregnant.

7. There are currently no Emergency Protective Orders or Domestic Violence Orders in effect against either party. [OR, An EPO/DVO was entered against the Petitioner/Respondent on or about _____ by the _____ District Court, Case No. ____]

8. The marriage is irretrievably broken.

WHEREFORE, the petitioner requests the Court to:

1. Enter a Decree of Dissolution of Marriage;
2. Equitably divide the marital property and debt;
3. Restore non-marital property, if any, to the appropriate party;
- [4. Restore Petitioner to her former name of _____;]
5. Award Petitioner all other relief to which he/she may be entitled.

ATTORNEY FOR PETITIONER

VERIFICATION

I have read the allegations set forth in this Petition same are true and correct to the best of my knowledge and belief.

PETITIONER

STATE OF KENTUCKY
COUNTY OF _____

Subscribed and sworn to before me by _____ on this the
_____ day of _____, 19__.

NOTARY PUBLIC, STATE AT LARGE

My Commission expires: _____.

CASE NAME : _____

FILE NUMBER : _____

COUNTY : _____

**COMMONWEALTH OF KENTUCKY
WORKSHEET FOR MONTHLY
CHILD SUPPORT OBLIGATION**

	CUSTODIAL A. PARENT	NONCUSTODIAL B. PARENT	BOTH C. PARENTS
1. Monthly Gross Income	\$	\$	
2. Deduction for payment of child(ren)'s health insurance premium	\$ —	\$ —	
3. Deduction for maintenance payments	\$ —	\$ —	
4. Deduction for other child support for prior born child(ren)	\$ —	\$ —	
5. Adjusted monthly income	\$	\$	
6. Combined parental income			\$
7. Percentage of combined parental income	%	%	
8. Base monthly support			\$
9. Additional child care costs			\$
10. Total child support obligation			\$
11. Each parent's obligation	\$	\$	
12. Presumed monthly child support obligation		\$	

FAYETTE CIRCUIT COURT
FIRST DIVISION

TIME-SHARING¹ GUIDELINES

GENERAL GUIDELINES FOR CHILDREN OF ALL AGES

1. Child's Birthday. The child shall celebrate his/her birthday in the home of the Residential Parent, unless it falls on a time-sharing day for the Non-Residential Parent. If the child's birthday does not fall on a time-sharing day, an additional, non-scheduled day shall be granted so that the Non-Residential Parent may celebrate the child's birthday with him/her as well, from 9:00 a.m. until 7:00 p.m., if desired.
2. Parent's Birthday. The child(ren) shall spend each parent's birthday with that parent, except in those years, if any, on which it is a holiday to be spent with the other parent. In the latter event, the child(ren) shall spend four (4) hours with the parent who is having a birthday, on the first day following the holiday spent with the other parent.
3. The child(ren), and/or the Residential Parent, has/have no duty to await the Non-Residential Parent for more than thirty (30) minutes. A Non-Residential Parent more than thirty (30) minutes late shall forfeit that time-sharing period. A Residential Parent who is more than thirty (30) minutes late shall be required to schedule an additional time-sharing day (from 6:00 p.m. to 6:00 p.m.) within the next thirty (30) days.
4. Neither the Residential nor Non-Residential Parent shall be required to turn the child(ren) over to the other parent if that parent is obviously under the influence of intoxicants or drugs.
5. Both parents are required to secure the child(ren) in a child restraint system when transporting the child(ren) as provided in KRS 189.125(2) and the parent transporting the child(ren) shall utilize his or her seat belt.
6. The residence of the child(ren) is not to be removed from the State of Kentucky without first obtaining a modified time-sharing order from the Court.
7. The Residential Parent shall mail the Non-Residential Parent a copy of any written information available regarding the child(ren)'s school/day-care schedule and a schedule of all organized activities in which the child regularly participates, within ten (10) days of receipt, to the Non-Residential Parent's last known address.

FOR CHILDREN UNDER EIGHTEEN (18) MONTHS

1. Regular Time-Sharing. Regular time-sharing with the Non-Residential Parent shall occur on alternate weekends from Friday at 6:00 p.m. to Saturday at 6:00 p.m. or Saturday at 6:00 p.m. to Sunday at 6:00 p.m.

¹The term "time-sharing" as used in these guidelines shall have the same meaning as "visitation" under KRS Chapter 403. Similarly, the terms "Residential Parent" and "Non-Residential Parent" are used as a substitute for the terms "custodial" parent (or "Primary Residential Parent," "Primary Decision-maker" or "Primary Physical Custodial," etc....) and "non-custodial" parent as used in KRS Chapter 403. The substitution of terms has been made in order to reduce the stigma which has come to be associated with the word "visitation," and to recognize the fact that joint custody (or joint time-sharing) has become a common form of parenting.

In addition, the Non-Residential Parent shall have time-sharing with the child(ren) on Thursday evenings following each weekend time-sharing, from 5:30 p.m. to 7:30 p.m.

2. Other Holiday Time-Sharing. Unless otherwise specified, the following holiday time-sharing shall be from 9:00 a.m. to 7:00 p.m.:

a. Winter Break. In families which celebrate Christmas, the Non-Residential Parent shall have the child(ren) each year from 1:00 p.m. to 7:00 p.m. on Christmas Eve and from December 26th through December 27th. In families which celebrate Hanukkah, the Non-Residential Parent shall have one (1) overnight time-sharing during Hanukkah, as agreed between the parties thirty (30) days in advance. In families which observe the religious holidays of Rosh Hashanah and Yom Kippur, the Non-Residential Parent shall have time-sharing for Rosh Hashanah in even numbered years (i.e., 1996) and Yom Kippur in odd-numbered years (i.e., 1997.) In families which practice other religions, the Parents shall attempt to divide their religious holidays in a similar manner.

b. Thanksgiving. In odd-numbered years (i.e., 1997), the Non-Residential Parent shall have the child(ren) for Thanksgiving, beginning at 6:00 p.m. Thursday and ending at 6:00 p.m. Friday. Thanksgiving time-sharing shall take the place of regular time-sharing.

c. Mother's Day/Father's Day. On Mother's Day and Father's Day, the child(ren) shall be with the appropriate parent from 9:00 a.m. to 7:00 p.m., regardless of who would have otherwise had the child(ren).

FOR CHILDREN EIGHTEEN (18) MONTHS TO THREE (3) YEARS

1. Regular Time-Sharing. Regular time-sharing with the Non-Residential Parent shall occur on alternate weekends from Friday evenings at 6:00 p.m. to Sunday evenings at 6:00 p.m. Three-day weekends described in paragraph 2 for the Non-Residential Parent shall take the place of the next regular alternate weekend, if they do not fall on a regular time-sharing weekend for the Non-Residential Parent.

In addition, the Non-Residential Parent shall have time-sharing with the child(ren) on Thursday evenings following each weekend time-sharing, from 5:30 p.m. to 7:30 p.m.

2. Three-Day Weekends. The Non-Residential Parent shall have the child(ren) for the long weekend created by the even-numbered holidays in even-numbered years and the weekend of the odd-numbered holidays in odd-numbered years beginning at 5:00 p.m. on the day prior to the three-day weekend and ending at 7:00 p.m. on the last day of the three-day weekend listed below:

- | | |
|-------------------|---------------------------------|
| 1. New Year's Day | 2. Martin Luther King, Jr., Day |
| 3. Easter | 4. Memorial Day |
| 5. July 4th | 6. Labor Day |

3. Other Holiday Time-Sharing. Unless otherwise specified, the following holiday time-sharing shall be from 9:00 a.m. to 7:00 p.m.:

a. Winter Break. In families which celebrate Christmas, the Non-Residential Parent shall have the child(ren) each year from 1:00 p.m. to 7:00 p.m. on Christmas Eve and from December 26th through December 29th.

In families which celebrate Hanukkah, the Non-Residential Parent shall have three (3) consecutive days of time-sharing during Hanukkah, as agreed between the parties thirty (30) days in advance. In families which observe the religious holidays of Rosh Hashanah and Yom Kippur, the Non-Residential Parent shall have time-sharing for Rosh Hashanah in even-numbered years (i.e., 1996) and Yom Kippur in odd-numbered years (i.e., 1997.)

In families which practice other religions, the Parents shall attempt to divide their religious holidays in a similar manner.

b. Spring Break. The Non-Residential Parent shall have four (4) days with the child(ren) in March or April in even-numbered years (e.g., 1998), with sixty (60) days advance notice to the Residential Parent.

c. Thanksgiving. The Non-Residential Parent shall have the child(ren) for Thanksgiving, beginning at 5:00 p.m. Wednesday and ending at 7:00 p.m. Sunday in odd-numbered years (i.e., 1997.)

d. Mother's Day/Father's Day. On Mother's Day and Father's Day, the child(ren) shall be with the appropriate parent from 9:00 a.m. to 7:00 p.m., regardless of who would have otherwise had the child(ren).

4. Summer. The Non-Residential Parent shall have two periods each summer of four (4) days each. Each party shall give the other party at least sixty (60) days notice of his or her vacation schedule so that both parties have an opportunity to have the children during their vacations.

FOR CHILDREN THREE (3) YEARS TO FOUR (4) YEARS

1. Regular Time-Sharing. Regular time-sharing with the Non-Residential Parent shall occur on alternate weekends from Friday evenings at 6:00 p.m. to Sunday evenings at 6:00 p.m. Three-day weekends described in paragraph 2 for the Non-Residential Parent shall take the place of the next regular alternate weekend, if they do not fall on a regular time-sharing weekend for the Non-Residential Parent.

In addition, the Non-Residential Parent shall have time-sharing with the child(ren) on Thursday evenings following each weekend time-sharing, from 5:30 p.m. to 7:30 p.m.

2. Three-Day Weekends. The Non-Residential Parent shall have the child(ren) for the long weekend created by the even-numbered holidays in even-numbered years and the weekend of the odd-numbered holidays in odd-numbered years beginning at 5:00 p.m. on the day prior to the three-day weekend and ending at 7:00 p.m. on the last day of the three-day weekend listed below:

- | | |
|-------------------|---------------------------------|
| 1. New Year's Day | 2. Martin Luther King, Jr., Day |
| 3. Easter | 4. Memorial Day |
| 5. July 4th | 6. Labor Day |

3. Other Holiday Time-Sharing. Unless otherwise specified, the following holiday time-sharing shall be from 9:00 a.m. to 8:00 p.m.:

a. Winter Break. In families which celebrate Christmas, the Non-Residential Parent shall have the child(ren) each year from 1:00 p.m. to 8:00 p.m. on Christmas Eve and from December 26th through December 31st. In families which celebrate Hanukkah, the Non-Residential Parent and the Residential Parent shall equally divide time-sharing during Hanukkah, as agreed between the parties thirty (30) days in advance. In families which observe the religious holidays of Rosh Hashanah and Yom Kippur, the Non-Residential Parent shall have time-sharing for Rosh Hashanah in even-numbered years (i.e., 1996) and Yom Kippur in odd-numbered years (i.e., 1997.)

In families which practice other religions, the Parents shall attempt to divide their religious holidays in a similar manner.

b. Spring Break. The Non-Residential Parent shall have ten (10) days (including weekends) with the child(ren) in March or April in even-numbered years (e.g., 1998), with sixty (60) days advance notice to the Residential Parent.

c. Thanksgiving. The Non-Residential Parent shall have the child(ren) for Thanksgiving, beginning at 5:00 p.m. Wednesday and ending at 7:00 p.m. Sunday in odd-numbered years (i.e., 1997.)

d. Mother's Day/Father's Day. On Mother's Day and Father's Day, the child(ren) shall be with the appropriate parent from 9:00 a.m. to 7:00 p.m., regardless of who would have otherwise had the child(ren).

4. Summer. The Non-Residential Parent shall have two periods each summer of one (1) week each. Each party shall give the other party at least sixty (60) days notice of his or her vacation schedule so that both parties have an opportunity to have the children during their vacations.

FOR CHILDREN FOUR (4) YEARS AND OLDER

1. Regular Time-Sharing. Regular time-sharing with the Non-Residential Parent shall occur on alternate weekends from Friday evenings at 6:00 p.m. to Sunday evenings at 6:00 p.m. Three-day weekends described in paragraph 2 for the Non-Residential Parent shall take the place of the next regular alternate weekend, if they do not fall on a regular time-sharing weekend for the Non-Residential Parent.

In addition, the Non-Residential Parent shall have time-sharing with the child(ren) on Thursday evenings following each weekend time-sharing, from 5:30 p.m. to 7:30 p.m.

2. Three-Day Weekends. The parents shall alternate three-day weekends created by the child(ren)'s school schedules beginning at 5:00 p.m. on the day prior to the three-day weekend and ending at 7:00 p.m. on the last day of the three-day weekend. If the child(ren) is/are not in school, the parents shall divide the holidays listed below with the Non-Residential Parent having the child(ren) for the long weekend created by the even-numbered years and the weekend of the odd-numbered holidays in odd-numbered years:

- | | |
|-------------------|---------------------------------|
| 1. New Year's Day | 2. Martin Luther King, Jr., Day |
| 3. Easter | 4. Memorial Day |
| 5. July 4th | 6. Labor Day |

3. Other Holiday Time-Sharing. Unless otherwise specified, the following holiday time-sharing shall be from 9:00 a.m. to 9:00 p.m.:

a. Winter Break. In families which celebrate Christmas, the Non-Residential Parent shall have the child(ren) each year from 1:00 p.m. to 9:00 p.m. on Christmas Eve and from December 26th through December 31st.

In families which celebrate Hanukkah, the Non-Residential Parent and the Residential Parent shall equally divide time-sharing during Hanukkah, as agreed between the parties thirty (30) days in advance. In families which observe the religious holidays of Rosh Hashanah and Yom Kippur, the Non-Residential Parent shall have time-sharing for Rosh Hashanah in even-numbered years (i.e., 1996) and Yom Kippur in odd-numbered years (i.e., 1997.)

In families which practice other religions, the Parents shall attempt to divide their religious holidays in a similar manner.

b. Spring Break. The Non-Residential Parent shall have ten (10) days (including weekends) with the child(ren) in March or April in even-numbered years (e.g., 1998), with sixty (60) days advance notice to the Residential Parent.

c. Thanksgiving. The Non-Residential Parent shall have the child(ren) for Thanksgiving, beginning at 5:00 p.m. Wednesday and ending at 7:00 p.m. Sunday in odd-numbered years (i.e., 1997.)

d. Mother's Day/Father's Day. On Mother's Day and Father's Day, the child(ren) shall be with the appropriate parent from 9:00 a.m. to 7:00 p.m., regardless of who would have otherwise had the child(ren).

4. Summer. The Non-Residential Parent shall have two periods each summer of two (2) weeks each. Each party shall give the other party at least sixty (60) days notice of his or her vacation schedule so that both parties have an opportunity to have the children during their vacations.

COMMONWEALTH OF KENTUCKY
FAYETTE CIRCUIT COURT
CIVIL BRANCH

DIVISION
CIVIL ACTION NO.: 98-CI-_____

PETITIONER NAME

PETITIONER

vs.

MOTION TO PROCEED IN FORMA PAUPERIS

RESPONDENT NAME

RESPONDENT

Comes the Petitioner, _____, by counsel, and moves the Court for leave to file the above styled action in forma pauperis. In support, the Petitioner offers the attached Affidavit and accompanying schedules.

WHEREFORE, the Petitioner requests that the Court enter an Order allowing him to proceed with this action in forma pauperis.

Respectfully submitted,

ATTORNEY FOR PETITIONER
FCBA PRO BONO PROGRAM, INC.
122 North Broadway
Lexington, Kentucky 40507

AFFIDAVIT

STATE OF KENTUCKY

COUNTY OF FAYETTE

Comes the Affiant, _____, the Petitioner in this action, and after being duly sworn, states as follows:

1. Petitioner is presently living apart from his/her spouse, having been separated since _____.
 2. Petitioner's spouse is/is not contributing support to the family.
 3. There are _____ minor child(ren) dependent on Petitioner for support.
 4. Petitioner receives _____ per _____ to provide for this family.
 5. The attached form lists all of Petitioner's assets, liabilities, income, and expenses; and shows that Petitioner is unable to afford paying the costs of this action or posting of any bond.
 6. Petitioner requests that this Court allow this action to proceed in forma pauperis.
- _____

STATE OF KENTUCKY
COUNTY OF FAYETTE)

Subscribed and sworn to before me by _____, this the ____ day of _____, 19__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

INCOME:

SALARIES/WAGES \$ _____ mth.
REQUIRED DEDUCTIONS \$ _____ mth.
NET SALARIES/WAGES \$ _____ mth.

OTHER INCOME

AFDC \$ _____ mth.
FOODSTAMPS \$ _____ mth.
SSI/SSD \$ _____ mth.
UNEMPLOYMENT \$ _____ mth.
OTHER: _____ \$ _____ mth.

OTHER TOTAL INCOME \$ _____ mth. \$ _____ mth.
TOTAL INCOME \$ _____ mth.

EXPENSES:

MORTGAGE/RENT \$ _____ mth.
FOOD \$ _____ mth.
UTILITIES (gas, elec., water) \$ _____ mth.
BASIC TELEPHONE \$ _____ mth.
LOAN PAYMENTS (TOTAL) \$ _____ mth.
CLOTHING \$ _____ mth.
TRANSPORTATION \$ _____ mth.
SCHOOL SUPPLIES \$ _____ mth.
MEDICAL/DENTAL \$ _____ mth.
INSURANCE: Auto/Health
Life/Home \$ _____ mth.
AUTOMOBILE PAYMENT \$ _____ mth.
CHILD CARE \$ _____ mth.
MISC. (laundry, recreation,
club dues, etc.) \$ _____ mth.

TOTAL EXPENSES

\$ _____

mth.

*** DIFFERENCE BETWEEN INCOME AND EXPENSES \$ _____ mth.

ASSETS:

SAVINGS/CHECKING ACCOUNT	\$ _____
LIFE INSURANCE (CASH VALUE)	\$ _____
AUTOMOBILE EQUITY	\$ _____
REAL PROPERTY	\$ _____
FURNISHING/HOUSEHOLD GOODS	\$ _____
CLOTHING	\$ _____
OTHER _____	\$ _____
TOTAL ASSETS	\$ _____

LIABILITIES:

_____	\$ _____ TOTAL
_____	\$ _____ TOTAL
_____	\$ _____ TOTAL
_____	\$ _____ TOTAL
_____	\$ _____ TOTAL
_____	\$ _____ TOTAL
_____	\$ _____ TOTAL

TOTAL LIABILITIES	\$ _____
--------------------------	-----------------

TOTAL ASSETS	\$ _____
---------------------	-----------------

DIFFERENCE/NET WORTH	\$ _____
-----------------------------	-----------------

COMMONWEALTH OF KENTUCKY
FAYETTE CIRCUIT COURT
CIVIL BRANCH

DIVISION
CIVIL ACTION NO.: 98-CI-_____

PETITIONER NAME

PETITIONER

vs.

ORDER FOR IN FORMA PAUPERIS

RESPONDENT NAME

RESPONDENT

On Motion of the Petitioner for leave to file the above-captioned matter in forma pauperis and the Court having studied the Motion and the Affidavit in support and the Court being otherwise sufficiently advised,

IT IS HEREBY ORDERED AND ADJUDGED that the Petitioner is authorized to bring this action as set forth in the proposed Petition in forma pauperis, including the commencement and prosecution of said action without prepayment of fees, costs or securities.

Entered this the ____ day of _____, 199__.

JUDGE, FAYETTE CIRCUIT COURT

TO BE ENTERED:

ATTORNEY FOR PETITIONER
FCBA PRO BONO PROGRAM, INC.

CLERK: PLEASE PLACE FINAL ORDER IN PRO BONO BOX

MUST BE TYPED

INFORMATION IN ITEMS 1-16 INCLUSIVE AND ITEM 18 FURNISHED BY PLAINTIFF UNDER PROVISIONS OF K.R.S. 213.34(1)

ATTORNEY FOR PLAINTIFF

SIGNATURE

FORM VS-300 Rev. 10/96

COMMONWEALTH OF KENTUCKY CABINET FOR HEALTH SERVICES STATE REGISTRAR OF VITAL STATISTICS

STATE FILE NO

CERTIFICATE OF DIVORCE OR ANNULMENT

COUNTY

☐ Absolute Divorce ☐ Limited Divorce or ☐ Annulment

HUSBAND

1. NAME	a. (First)	b. (Middle)	c. (Last)	2. DATE OF BIRTH	(Month)	(Day)	(Year)	2a. AGE (Last birthday)
3. USUAL RESIDENCE	a. (City)	b. (County)	c. (State)	4. PLACE OF BIRTH	(State or foreign country)			
5. NUMBER OF TIMES MARRIED	6. RACE	7a. USUAL OCCUPATION						
7b. KIND OF BUSINESS OR INDUSTRY								

WIFE

8. MAIDEN NAME	a. (First)	b. (Middle)	c. (Last)	9. DATE OF BIRTH	(Month)	(Day)	(Year)	9a. AGE (Last birthday)
10. USUAL RESIDENCE	a. (City)	b. (County)	c. (State)	11. PLACE OF BIRTH	(State or foreign country)			
12. NUMBER OF TIMES MARRIED	13. RACE	14a. USUAL OCCUPATION						
14b. KIND OF BUSINESS OR INDUSTRY								
15. PLACE OF THIS MARRIAGE	a. (County)	b. (State or foreign country)	16. DATE OF MARRIAGE					
17. DATE OF DIVORCE OR ANNULMENT	18. NUMBER OF CHILDREN UNDER 18		19. WAS MAIDEN OR PREVIOUS NAME RESTORED?					
				YES <input type="checkbox"/>		NO <input type="checkbox"/>		

I, THE UNDERSIGNED CIRCUIT COURT CLERK OF _____ COUNTY, HEREBY CERTIFY THAT THE ABOVE NAMED PERSONS WERE GRANTED AN ☐ ABSOLUTE DIVORCE, ☐ LIMITED DIVORCE, OR ☐ ANNULMENT BY A JUDGMENT OF THE _____ COUNTY CIRCUIT COURT, ON THE _____ DAY OF _____, 19____, SAID JUDGMENT BEING RECORDED _____.

SIGNATURE OF CIRCUIT COURT CLERK

Commonwealth of Kentucky
Court of Justice

CR 4.02; CR Official Form 1



CIVIL SUMMONS

Case No. _____

Court _____

County _____

PLAINTIFF

VS.

DEFENDANT

THE COMMONWEALTH OF KENTUCKY
TO THE ABOVE-NAMED DEFENDANTS:

You are hereby notified that a legal action has been filed against you in this court demanding relief as shown on the document delivered to you with this summons. Unless a written defense is made by you or by an attorney on your behalf and filed in the clerk's office within 20 days following the day this paper is delivered to you, judgment by default may be taken against you for the relief demanded in the attached complaint.

The name(s) and address(es) of the party or parties demanding such relief against you or his (their) attorney(s) are shown on the document delivered to you with this summons.

Date: _____

Clerk: _____

By: _____ D.C.

PROOF OF SERVICE

This summons was served by delivering a true copy and the complaint (or other initiating document) to:

This _____ day of _____, 19____.

Served By: _____

NO. _____

JEFFERSON FAMILY COURT

DIVISION _____

PETITIONER

v.

ENTRY OF APPEARANCE AND WAIVER

RESPONDENT

_____ states that he/she is the Respondent in the above-styled and numbered action; that he/she has read a copy of the Petition for Dissolution of Marriage which was filed by the Petitioner on _____, and hereby enters his/her Appearance in said action for all intents and purposes, and declines to plead further, stating that the parties have reached agreement; and he/she hereby waives notice of all future proceedings, and notice for any and all other steps in the above-styled and numbered action.

[NAME]

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

Subscribed and sworn to before me this ____ day of _____, 199__,
by _____.

My commission expires _____.

NOTARY PUBLIC, Ky. State-at-Large

Form FB-13 Entry of appearance

COMMONWEALTH OF KENTUCKY
FAYETTE CIRCUIT COURT
FAMILY BRANCH
_____ DIVISION

IN RE THE MARRIAGE OF:

PETITIONER

AND

ENTRY OF APPEARANCE

NO. ____-CI-_____

RESPONDENT

Comes the respondent, _____, (social security no. ____-____-____) after first being duly sworn, and voluntarily enters [his] [her] appearance in this action for all purposes permitted by law. The respondent acknowledges receipt of a copy of the petition and waives service of summons. [The respondent's attorney is _____, whose address is _____, and notice of all future proceedings shall be served upon the respondent's attorney.] [The respondent's address is _____ and notice of all future proceedings, including notice of the final hearing and entry of the decree, shall be served upon the respondent.] [The respondent requests to be restored to her former name of _____.] [The respondent understands that the petitioner's attorney does not represent the respondent in this action.]

Respondent

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

Subscribed and sworn to before me by _____,
this ____ day of _____, 19____.

My commission expires: _____.

Notary Public, State @ Large, Kentucky

COMMONWEALTH OF KENTUCKY
FAYETTE CIRCUIT COURT
CIVIL BRANCH
___ DIVISION

IN RE THE MARRIAGE OF:

PETITIONER

AND

PROPERTY SETTLEMENT
CHILD CUSTODY AND SUPPORT
AGREEMENT

NO.

RESPONDENT

* * * * *

THIS AGREEMENT is made and entered into on this the ____ day
of _____, _____ at Lexington, Kentucky, by and
between _____, hereafter referred to as "Husband," and
_____, hereafter referred to as "Wife."

W I T N E S S E T H:

WHEREAS, the parties to this Agreement are Husband and Wife;

WHEREAS, unfortunate differences have arisen between the
parties making it impossible for them to continue to live together
as Husband and Wife, and a Petition for Dissolution of Marriage
having been filed in the Fayette Circuit Court, Civil Action no. :
_____; and

WHEREAS, the parties desire to resolve the issues of property,
custody, child support and maintenance between them, regardless of
whether a final Decree of Dissolution is entered in the above
referenced action;

NOW, THEREFORE, in consideration of the mutual promises
contained in this Agreement, the parties agree as follows:

I. MUTUAL WAIVER AND RELEASE

1. Wife hereby releases and relinquishes to the Husband, his heirs and assigns, all of her right, title and interest in and to all property now owned or hereafter acquired by the Husband, including her right of dower, and hereby waives, releases, and relinquishes all claims for future support or maintenance she may have against the Husband, except as otherwise set forth in this Agreement.

2. The Husband hereby releases and relinquishes to Wife, her heirs and assigns forever, all of his right, title and interest in and to all property now owned or hereafter acquired by the Wife, including his right of curtesy, and hereby waives, releases and relinquishes all claims for future support or maintenance he may have against the Wife, except as otherwise set forth in this Agreement.

II. DIVISION OF PROPERTY AND DEBT:

1 The parties agree that they have no martial property or debt. [OR, The parties have previously divided their personal marital property, and each of them agrees that said division shall be final and binding upon them at the time of execution of this Agreement.]

2. The parties acknowledge that all non-marital property, if any, has been restored to the appropriate party.

3. Wife shall assume sole responsibility for payment of the following marital debt, to wit: [LIST DEBTS HERE, WITH ACCOUNT NUMBERS AND OTHER IDENTIFYING INFORMATION]. Wife agrees to hold Husband harmless for same and to indemnify him for any amounts he

may be called upon to pay on said debts in the event Wife should default on this provision.

4. Husband shall assume sole responsibility for payment of the following marital debt, to wit: [LIST DEBTS HERE, WITH ACCOUNT NUMBERS AND OTHER IDENTIFYING INFORMATION]. Husband agrees to hold Wife harmless for same and to indemnify her for any amounts she may be called upon to pay on said debts in the event Husband should default on this provision.

5. Each party shall be solely responsible for all debts incurred since the date of separation, on or about _____.

III. CHILD CUSTODY:

1. Wife shall have sole care, custody and control of the parties minor child, _____, subject to visitation by the Husband at such times and places as shall not interfere with the health or welfare of said child, specifically pursuant to the schedule set forth herein.

2. Husband and Wife agree that in the event that Wife dies or is otherwise unable to care for the child and Husband also cannot care for him, _____, Wife's mother, shall become the child's custodian.

IV. VISITATION:

1. Husband shall visit with the parties minor children on alternating week-ends from Friday at 6:00 p.m., until Sunday at 6:00 p.m., with the first such visit to commence on Friday, _____. Husband shall pick the child up from and return him to the Wife's home at the designated times unless otherwise agreed by the parties in advance of visitation.

2. Wife shall have no duty to make the child available for visitation more than thirty (30) minutes beyond the scheduled time, unless otherwise agreed by the parties in advance of visitation. In the event Husband is more than thirty minutes late, he shall forfeit that visitation period.

3. Wife has the right to refuse visitation if Husband is under the influence of intoxicants or drugs. Husband shall give Wife forty-eight (48) hours notice whenever he does not intend to exercise visitation as set forth in this Agreement.

4. Each year at Christmas, Husband shall have visitation from 9:00 a.m., until 9:00 p.m., on Christmas Eve. Wife shall have child after 9:00 p.m. Christmas Eve and all Christmas Day. Husband shall also have the child from 12/26 through 12/31 each year, provided that the child is returned to Wife no less than twenty-four hours before he is to resume school.

5. On Mother's Day and Father's Day, no matter whose turn for visitation, the child shall be with the appropriate parent from 9:00 a.m., until 6:00 p.m.

6. The child shall celebrate his birthday in Wife's home unless it falls on a visitation day. In the event Husband does not have the child on the child's birthday, an additional nonscheduled visitation day shall be granted so that Husband may give the child a birthday party if desired.

7. For the purpose of visitation the following holidays will be divided: New Year's Day, Easter, July 4th and Thanksgiving. In the odd-numbered years, Wife shall have the child for Easter and Thanksgiving and Husband shall have the child for

July 4th and New Year's Day. In the even-numbered years, the visitation shall be reversed.

8. Husband shall also have four weeks visitation with the child each summer, to take place in two periods of two weeks each. The parties shall schedule said visitation no later than May 31 of each year.

9. During transportation to and from visitation and anytime he is in an automobile, the child shall be properly restrained in a seat belt and shall not be transported in any car or by any driver not covered by insurance.

V. CHILD SUPPORT:

1. Husband shall pay Wife the sum of \$_____ per week as child support for the minor child. Said payments, plus all service charges thereon, shall be made through the Fayette County Domestic Relations Office pursuant to wage assignment. The obligation for said child support shall begin on the date of execution of this Agreement. Until such time as the wage assignment takes effect, the Husband shall pay the sum of \$_____ per week directly to the Wife at her place of residence via US Mail, postage prepaid. document.

VI. MEDICAL INSURANCE AND EXPENSES

1. Husband agrees to purchase and maintain medical insurance coverage for the child, if available through his employer.

2. Husband agrees to pay for the full cost of the child's medical and dental care, including such co-payments and deductibles as are required by any applicable policy. In the event Wife pays such co-payments or deductibles at the time medical or dental

services are rendered, Husband shall promptly reimburse Wife for the entire amount paid.

VII. MISCELLANEOUS PROVISIONS

1. Each party agrees that he or she will promptly execute any and all documents which may be necessary to carry out the terms of this Agreement. In the event either party fails to execute the necessary documents, the Master Commissioner shall be authorized to execute the documents and convey the property on behalf of the non-complying party.

2. The parties acknowledge that they have read and fully understand the terms of this Agreement, and that said terms are not unconscionable. The parties further acknowledge that each of them was given the opportunity to have this Agreement reviewed by counsel prior to executing same. The parties further agree that their heirs, assigns, executors and administrators shall be bound by the provisions of this Agreement, and that this document constitutes the entire agreement of the parties.

3. Any modification, alteration or amendment to this Agreement must be made in writing and signed by both parties.

4. This Agreement shall be filed of record in Fayette Circuit Court Civil Action No. _____, and the terms thereof shall be incorporated by reference in any Final Decree entered in such action. The parties agree that they will abide by all of the terms of this Agreement, and that said Agreement may be enforced by proper Order of the Fayette Circuit Court or other Court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have set their hands this the

_____ day of _____, _____.

PETITIONER

RESPONDENT

STATE OF KENTUCKY)

COUNTY OF FAYETTE)

Acknowledged, subscribed and sworn to before me by
_____, this the _____ day of _____, _____.

My Commission Expires: _____

NOTARY PUBLIC, STATE AT LARGE

STATE OF KENTUCKY)

COUNTY OF FAYETTE)

Acknowledged, subscribed and sworn to before my by
_____, this the _____ day of _____, _____.

My Commission Expires: _____

NOTARY PUBLIC, STATE AT LARGE

SUGGESTED QUESTIONS TO ASK AT AN UNCONTESTED DIVORCE HEARING

1. State your name for the record. Are you the Petitioner in this case?
2. What is your wife/husband's name? Is he/she the Respondent in this case?
3. What was the date of your marriage to the Respondent?
4. In what county did you get your marriage license?
5. What is your age? What is your husband/wife's age?
6. Has either of you been previously married?
If yes:
(A) How many times?
(B) How was your/his/her previous marriage(s) terminated [by death or divorce]?
7. Is either you or your wife/husband on active duty in the military service?
8. Are you [To your knowledge is your wife] pregnant at this time?
9. At the time this case was filed (on _____), how long had you been a resident of Kentucky?
10. Is there a domestic violence protective order in existence or requested in these proceedings?
11. (A) Are you and your wife/husband separated at this time?
(B) When did you and your wife/husband last separate?
(C) Have you and your husband/wife lived separate and apart as husband and wife since that date?
12. Is your marriage irretrievably broken? Is there any possibility of reconciliation at this time?
13. Are there any minor children of this marriage?
If yes:
* (A) Please state the name(s) and age(s) of the child(ren)?
If there is no written agreement:
* (B) Have you and your husband/wife agreed who will be awarded custody of the child(ren)? [Who have you agreed will be awarded custody of the child(ren)?]
OR
* Do you believe that it's in the best interest of the child(ren) to award you (your husband/wife) custody of the child(ren)?
14. * Have you and your husband/wife attended the Parent's Education Clinic?
15. * Is [are] [name(s) of child(ren)] in the first through the fifth grade? [If yes: Has [Have] they/he/she attended Kid's Time?]
16. ** What is your gross income? What is your husband's/wife's gross income? [What is your husband/wife capable of earning?]
17. * Have you filed a completed child support worksheet?
If there is no written agreement:
* (A) Have you and your husband/wife agreed on child support?
* (B) What amount have you agreed upon? [Why is this not in accordance with the child support guidelines which indicate child support of _____?]
OR
* (C) What amount of child support are you requesting from your husband/wife?
* (D) Do you believe that this amount is reasonable based upon your expenses and the income of you and your husband/wife? [Why is this not in accordance with the child support guidelines which indicate child support of _____?]
18. Have you and your husband/wife entered into a written separation agreement as to [custody of your child(ren)][child support][maintenance][division of property]?
If yes:
(A) I show you an agreement dated _____ and I direct your attention to the signature page. Is that your signature [over your typed name]?
(B) Do you recognize your husband's/wife's signature [over her/his typed name]?
(C) Did you review this agreement thoroughly before you signed it?
(D) Do you believe that this agreement is fair to both of you?
OR
If there is no written agreement:
(E) Have you and your husband/ divided your property?
(F) Are you satisfied with the division of your property?
19. Are you or your wife/husband requesting maintenance?
20. Are you requesting to be restored to your former name? [What is your former name? Please spell it for the record.]
OR
Has your wife requested in writing that she be restored her former name? [What is her former name? Please spell it for the record.]
21. If other party is present: Mr. _____/Ms. _____, do you agree with your wife's/husband's testimony?
* These questions would not be asked unless there is a minor child or children of the marriage.
-- This question is optional.

Form FB-10(A) Motion under RFCC 27.02(C) to submit by deposition upon written questions; respondent in default; appearance at motion hour not required

COMMONWEALTH OF KENTUCKY
FAYETTE CIRCUIT COURT
FAMILY BRANCH
____ DIVISION

IN RE THE MARRIAGE OF:

PETITIONER

AND

MOTION TO SUBMIT BY DEPOSITION
UPON WRITTEN QUESTIONS

NO. ____-CI-_____

RESPONDENT

The petitioner hereby moves to submit this case for the entry of a Decree of Dissolution. The petitioner's deposition upon written questions, a completed Checklist Certificate and an Order of Submission are attached hereto. The petitioner states that the respondent is in default.

Attorney for Petitioner

Form FB-10(D) Order to submit by deposition upon written questions entered pursuant to motion under RFCC 27.02(C); respondent not in default; to be attached to Form FB-10(B)

COMMONWEALTH OF KENTUCKY
FAYETTE CIRCUIT COURT
FAMILY BRANCH
_____ DIVISION

IN RE THE MARRIAGE OF:

PETITIONER

AND

ORDER OF SUBMISSION

NO. ____-CI-____

RESPONDENT

This case is ORDERED submitted on _____ [petitioner's]
[respondent's] deposition upon written questions for the entry of a Decree of Dissolution.

ENTERED: _____

JUDGE, FAYETTE CIRCUIT COURT

TO BE ENTERED:
NOTICE OF ENTRY WAIVED:

Attorney for Petitioner

Attorney for Respondent

Form FB-11 Deposition upon written questions

COMMONWEALTH OF KENTUCKY
FAYETTE CIRCUIT COURT
FAMILY BRANCH
_____ DIVISION

IN RE THE MARRIAGE OF:

PETITIONER

AND

DEPOSITION UPON WRITTEN QUESTIONS

NO: _____

RESPONDENT

Comes the [Petitioner][Respondent], _____, after first being duly sworn, and for [her] [his] answers to the following questions states as follows:

1. Q. State your name?
A. _____
2. Q. Are you the [Petitioner][Respondent] in this case?
A. _____
3. Q. State your [husband's][wife's] name?
A. _____
4. Q. Is [he][she] the [Petitioner][Respondent] in this case?
A. _____
5. Q. What was the date of your marriage to the [Petitioner][Respondent]?
A. _____
6. Q. In what county and state did you obtain your marriage license?
A. _____
7. Q. What is your age?
A. _____
8. Q. What is your [husband's][wife's] age?
A. _____
9. Q. Have you been previously married?
A. _____

[If the answer to question 9 is yes, then questions 10 and 11 would be asked; otherwise, these questions would be omitted.]

10. Q. How many times?
A. _____
11. Q. How was your previous marriage(s) terminated?
A. _____
12. Q. Has your [husband][wife] been previously married?
A. _____

[If the answer to question 12 is yes, then questions 13 and 14 would be asked; otherwise, these questions would be omitted.]

13. Q. How many times?
A. _____
14. Q. How was [his][her] previous marriage(s) terminated?
A. _____

15. Q. Are you or your husband on active duty in the military service?
A. _____.
16. Q. [Are you pregnant at this time?][Is your wife pregnant at this time?]
A. _____.
17. Q. At the time this case was filed on _____, how long had you been a resident of Kentucky?
A. _____.
18. Q. Is there a domestic violence protective order in existence or requested in these proceedings?
A. _____.
19. Q. Are you and your [husband][wife] separated at this time?
A. _____.
20. Q. When did you and your [husband][wife] last separate?
A. _____.
21. Q. Have you and your [husband][wife] lived separate and apart as husband and wife since that date?
A. _____.
22. Q. Is your marriage irretrievably broken?
A. _____.
23. Q. Is there any possibility of reconciliation at this time?
A. _____.
24. Q. Are there any minor children of this marriage?
A. _____.

[If the answer to question 24 is yes, then question 25 and subsequent questions applicable to custody and child support would be asked; if the answer to question 24 is no, then questions applicable only to custody and child support would be omitted, e.g., questions 25 - 30 and questions 33 - 41 and questions 47 and 48 would be omitted.]

25. Q. What are the names, ages and dates of birth of the minor children?
A. _____.

[If there is a minor child or children and no written agreement but an oral agreement as to custody, then questions 26 and 27 would be asked; otherwise, these questions would be omitted.]

26. Q. Have you and your [husband][wife] agreed who will be awarded custody of the children?
A. _____.
27. Q. Who have you agreed will be awarded custody of the children?
A. _____.

[If there is a minor child or children and no written or oral agreement as to custody, question 28 should be asked; otherwise, this question would be omitted.]

28. Q. Do you believe that it's in the best interest of the children to award [sole custody][joint custody] of the children to [you][your husband][your wife][to you and your [husband][wife]]?
A. _____.

[If there is a minor child or children, then question 29 and, if applicable, question 30 would be asked; otherwise, these questions would be omitted.]

29. Q. Have you and your [husband][wife] attended the Parent's Education Clinic?
A. _____.
30. Q. Have your children in the first through the fifth grade attended Kids' Time?
A. _____.

[If there is a minor child or children and if the parties have not agreed orally or in writing to child support in accordance with the child support guidelines, then

questions 31 and 32 would be asked; otherwise, these questions are optional.]

31. Q. What is your gross income?

A. _____.

32. Q. What is your [husband's][wife's] gross income?

A. _____.

[If there is a minor child or children, then questions 33 would be asked; otherwise, this question would be omitted.]

33. Q. Has a completed child support worksheet been [filed in the record][submitted with the order of submission?

A. _____.

[If there is a minor child or children and if there is no written agreement but an oral agreement as to child support, then questions 34, 35 and 36 would be asked; otherwise, these questions would be omitted.]

34. Q. Have you and your [husband][wife] agreed on child support?

A. _____.

35. Q. What amount have you agreed upon?

A. _____.

36. Q. Is this amount in accordance with the child support guidelines which indicate child support of _____?

A. _____.

[If the answer to question 36 is no, then question 37 would be asked otherwise, this question would be omitted.]

37. Q. Why is child support not in accordance with the guidelines

A. _____.

[If there is a minor child or children and if there is no written or oral agreement as to child support, then questions 38, 39 and 40 would be asked; otherwise, these questions would be omitted.]

38. Q. What amount of child support are you requesting from your [husband][wife]?

A. _____.

39. Q. Is this amount in accordance with the child support guidelines which indicate child support of _____?

A. _____.

[If the answer to question 40 is no, then question 41 would be asked; otherwise, this question would be omitted.]

40. Q. Why is child support not in accordance with the guidelines?

A. _____.

[If the parties have entered into a written agreement, then questions 42, 43, 44, 45 and 46 would be asked; otherwise, these questions would be omitted.]

41. Q. Have you and your [husband][wife] entered into a written separation agreement?

A. _____.

42. Q. I show you an agreement dated _____ and I direct your attention to the signature page. Is that your signature over your typed name?

A. _____.

43. Q. Do you recognize your [husband's][wife's] signature over [his][her] typed name?

A. _____.

44. Q. Did you review this agreement thoroughly before you signed it?

A. _____.

45. Q. Do you believe that this agreement is fair to both of you?

A. _____.

[If there is a written agreement and a minor child(ren) of the marriage, then question 47 would be asked; otherwise, this question would be omitted.]

46. Q. Is the amount of child support set forth in the agreement in accordance with the child support guidelines which indicate child support of _____?

A. _____.

[If the answer to question 47 is no, then question 48 would be asked; otherwise, this question would be omitted.]

47. Q. Why is child support not in accordance with the guidelines?

A. _____.

[If there is no written agreement dividing property and debts, then questions 49 and 50 would be asked; otherwise, these questions would be omitted.]

49. Q. Have you and your [husband][wife] divided your property and debts?

A. _____.

50. Q. Are you satisfied with the division of your property and debts?

A. _____.

51. Q. Are you or your [husband][wife] requesting maintenance?

A. _____.

52. Q. [Are you requesting to be restored to your former name of _____?][Has your wife requested in writing to be restored to her former name of _____]

A. _____.

[Petitioner][Respondent]

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

Subscribed and sworn to before me by _____, this
____ day of _____, 199____.

My commission expires: _____.

Notary Public, State @ Large, Kentucky

COMMONWEALTH OF KENTUCKY
22ND JUDICIAL CIRCUIT
FAYETTE CIRCUIT COURT
CIVIL BRANCH
DIVISION
CASE NO.:

IN RE THE MARRIAGE OF:

PETITIONER NAME

PETITIONER

DECREE OF DISSOLUTION OF MARRIAGE

and

RESPONDENT NAME

RESPONDENT

* * * * *

This matter having come before the Court for an uncontested final hearing on _____, 1999, the Petitioner having been present and represented by counsel; the Respondent having not been present; and the Court having examined the record, heard evidence and statements of counsel, and having made Findings of Fact and Conclusions of Law and being otherwise sufficiently advised, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The marriage of the parties, being irretrievably broken, is hereby dissolved and each of the parties is restored to the status of a single person;

2. That the Agreement as to Property, [Custody and Child Support] entered into by the parties on _____, 1999, having been reviewed by the Court, is not unconscionable, and same is incorporated by reference as if fully set forth herein. The parties are ordered to comply fully with the terms of said Agreement.

[3. The Petitioner shall have the care, custody and control of the parties' minor child(ren), LIST NAMES OF MINOR CHILDREN having been born on DATES OF BIRTH, with visitation awarded to the Respondent pursuant to the Agreement of the parties.

4. The Respondent is ordered to pay, through the Fayette County Domestic Relations Office, 166 North Martin Luther, King, Lexington, KY 40507, the sum of \$_____ per month, together with a three percent (3%) service fee thereon, and a wage assignment shall issue;]

5. Each of the parties is restored his or her non-marital property and marital property and debts are divided pursuant to the Agreement of the parties;

6. The Petitioner is restored to her former name of _____;

7. This is a final and appealable order, and there is no just reason for delay.

Entered this the _____ day of _____, 1999.

JUDGE, FAYETTE CIRCUIT COURT

TO BE ENTERED:

ATTORNEY FOR PETITIONER

CLERK'S CERTIFICATE OF SERVICE

This is to certify that an attested copy of the foregoing was served by mailing same via US Mail, postage prepaid, to the following:

ATTORNEY FOR PETITIONER

[ADDRESS]

ATTORNEY FOR RESPONDENT

[ADDRESS]

this the _____ day of _____, 1999.

DEPUTY CLERK, FAYETTE CIRCUIT COURT

1
NO. _____

JEFFERSON CIRCUIT COURT

_____ DIVISION

PETITIONER

VS.

WAGE ASSIGNMENT ORDER

RESPONDENT

* * *

This matter having been before the Commissioner on _____
_____, 1997 and the Court being fully advised;

IT IS HEREBY ORDERED that _____
_____, shall withhold the sum of
\$_____ per _____ from the wages presently due and due in the
future to _____ and remit said sum to _____
for the support, maintenance and education of the custodial
parent's minor child or children pursuant to KRS 405.465.

Restrictions on amounts withheld from the employee's wages
- 15 U.S.C. Subsection 1673.

This assignment for support shall have priority as against
any other type of attachment, execution, or other assignment,
unless otherwise ordered by the Court.

The employer may deduct the sum of one dollar (\$1.00) from
the employee's wages for each payment made pursuant to this
Order.

No assignment under KRS 405.465 by an employer shall
constitute grounds for dismissal of the employee, refusal to

employ, or taking disciplinary action against any employee subject to withholding.

This Order may be modified or revoked at any time by the Court but is valid and binding against the defendant and employer until further order of this Court.

This Order shall be binding upon the employer designated above and any subsequent employer upon service by certified mail of a copy of this Order.

JUDGE

Date: _____

ORDER PREPARED BY:

DOMESTIC RELATIONS COMMISSIONER

Form FB-14 Wage assignment order

<p>Fayette Circuit Court Family Branch Division</p> <p>CI _____</p>	<p>WAGE ASSIGNMENT ORDER</p> <p>Form FB-14 Rev. 8/98</p>	<p>Petitioner/Joint Petitioner _____</p> <p>Respondent/Joint Petitioner _____</p>
--	---	---

The Court having entered a Decree or Order providing for the payment of child support, and the Court being sufficiently advised, **IT IS THEREFORE ORDERED**, pursuant to Kentucky Revised Statutes, as follows:

1. That the employer of _____, social security # _____ shall withhold from the employee's wages the following sum _____ (weekly/biweekly/monthly)

A. Current child support: \$ _____

B. Payment on child support arrearage \$ _____

Subtotal: \$ _____

C. Plus service charge of 3% of subtotal or \$5.00, whichever is less \$ _____

TOTAL AMOUNT TO BE WITHHELD: \$ _____

2. That the employer shall remit forthwith the withheld amount to **Domestic Relations Office, 166 North Martin Luther King Boulevard, Lexington, Kentucky 40507**. Please show on remittance DRO Account No. _____

3. That the amount withheld shall not exceed _____% of employee's disposable earnings. "Disposable earnings" means that part of the earnings of any individual remaining after the deduction from those earnings of any amounts required by law to be withheld. Amounts required by law to be withheld include income taxes, occupational license taxes, social security, railroad retirement and retirement for teachers and state and county employees.

4. That this Order shall be binding upon the employer upon the service of an attested copy of this Order upon the employer and until further orders of this Court. Withholding under this Order shall begin no later than the first pay period after the receipt of this Order by the employer.

5. That this wage assignment shall have priority over any attachment, execution or other wage assignment, unless otherwise ordered by this Court.

6. That this wage assignment shall not constitute grounds for dismissal of the employee, refusal to employ the employee or any disciplinary action against the employee.

7. That the employer may deduct and retain the sum of \$1.00 for administrative expenses for each payment made pursuant to this Order.

8. That any violation of this Order by the employer may be grounds for contempt and/or may subject the employer to civil liability.

Entered: _____

JUDGE, FAYETTE CIRCUIT COURT

NOTE. The attorney for the recipient or the attorney for the opposing party, if the recipient is not represented by an attorney, shall be responsible for the service of an attested copy of this order upon the employer.

PLEASE COMPLETE "CERTIFICATE OF SERVICE" ON THE REVERSE SIDE

The maximum part of an individual's disposable earnings which is subject to wage assignment for child support is stated in 15 USC Sec 1673 as 60%, unless the individual is supporting a spouse or dependent child other than a spouse or child to which the wage assignment applies, in which case the maximum is 50%. To the extent such earnings are assigned for support more than 12 weeks in arrears, the maximum shall increase to 65% and 55% respectively

TO BE ENTERED
NOTICE OF ENTRY WAIVED

ATTORNEY FOR _____

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Wage Assignment Order was served by mailing, postage prepaid, or delivering an attested copy thereof to the following:

**DOMESTIC RELATIONS OFFICE
166 N Martin Luther King Blvd
Lexington, KY 40507**

this date: _____

ATTORNEY FOR: _____

**Toyota Motor Manufacturing, Kentucky, Inc.
Employee Savings Retirement Plan**

**Procedures for Determination and Administration of Distributions
Under Qualified Domestic Relations Orders**

- repaid, or
1. If domestic relations order submitted to the Company is in any form inconsistent with these administrative procedures, it will be determined not to be a qualified domestic relations order (QDRO).
 2. Domestic relations orders should be submitted to the Company at:
Toyota Motor Manufacturing, North America
ATTN: Employee Benefit Plans Committee -- HR/CB
25 Atlantic Avenue
Erlanger, KY 41018
 3. The Employee Benefit Plans Committee shall determine if a domestic relations order is a QDRO. However, a domestic relations order may not be a QDRO unless the order clearly specifies the following:
 - A. The name and last known mailing address of the Participant and the Alternate Payee, unless this information is otherwise available to the Employee Benefits Plans Committee.
 - B. The amount or percentage of the Participant's benefits to be paid to the Alternate Payee, or the manner for determining such amount or percentage.
 - C. The number of payments or the period for which the order applies.
 - D. The specific plan(s) to which the order applies.
 4. All QDRO's may be settled by paying out full distributions as soon as administratively feasible. The Plan will not be required to administer any deferred distributions to Alternate Payees. QDRO distribution amounts will be valued and processed only as of the Anniversary Date coincident with or immediately following receipt of the order by the Company. Actual payment can be expected approximately 12 weeks following the applicable Anniversary Date.
 5. Any non-vested portion of the Participant's Account(s) will not be considered as part of the Participant's Account(s) with respect to determining the amounts to be distributed to an Alternate Payee.
 6. Subsequent to the Calculation Date as of which an Alternate Payee's distribution amount is determined pursuant to a QDRO, no Company Contributions or Participant Contributions will be allocated to the Alternate Payee. The entire amount of such Contributions will be credited to the Participant's Account(s).

*Revised: 10/02/98
401(k) Plan QDRO.doc*

7. A domestic relations order which requires the distribution to an Alternate Payee of a specified dollar amount which is greater than the vested portion of the Participant's Account will be determined not to be a QDRO. Therefore, the final determination of whether a domestic relations order is a QDRO may be delayed until the following Valuation Date when the Participant's Account balance(s) are determined.

An order which intends to have the maximum amount distributed from a Participant's Account(s) to an Alternate Payee should specify a distribution of 100% of the maximum amount available from the Participant's Account(s) on the Valuation Date.

8. Upon receipt of a domestic relations order by the Company with respect to a Participant's Account(s), such Participant may not request a fund transfer until the Employee Benefit Plans Committee determines whether the order is a QDRO, the Alternate Payee's distributable amount and the distributable amount is paid to the Alternate Payee.
9. Upon receipt of a domestic relations order by the company with respect to a Participant's Account(s), such Participant may not receive a distribution upon termination of employment until the Employee Benefit Plans Committee determines whether the order is a distributable amount and the distributable amount is paid to the Alternate Payee.
10. The Company shall promptly notify the Participant and any Alternate Payee(s), in writing, of the receipt of a domestic relations order which would directly affect such Participant or Alternate Payee. The Company shall enclose a copy of these Procedures for Determination and Administration of Distribution under Qualified Domestic Relations Orders.
11. The Employee Benefit Plans Committee shall, within a reasonable amount of time, notify the Participant and the Alternate Payee, in writing, of the determination as to whether the domestic relations order is a QDRO. If the domestic relations order is a QDRO, the notification shall include a description of the distribution of the benefits to the Alternate Payee. If the domestic relations order is not a QDRO, the notification shall specify the reason(s) upon which the determination is based.
12. An Alternate Payee may designate a representative to receive any notices required to be sent to the Alternate Payee. Designation of a representative shall be in writing, signed by the Alternate Payee, shall contain the name and mailing address of the representative and shall be sent to the Company at the address listed above.

Toyota Motor Manufacturing, Kentucky, Inc.

Sample QDRO
Employee Savings
Retirement Plan
(401(k))

CIRCUIT COURT
DIVISION

CIVIL BRANCH

IN RE: THE MARRIAGE OF

VS. DOMESTIC RELATIONS ORDER NO. _____

RESPONDENT

* * * * *

WITNESSETH:

WHEREAS, _____ ("Participant")
and _____ ("Alternate Payee") have
entered into a _____
("Agreement") dated _____, 199____, which Agreement
was incorporated into the Final Decree of Dissolution of Marriage entered of
record on _____, 199____; and

WHEREAS, pursuant to Paragraph _____ of the Agreement, the
Participant and Alternate Payee agreed that Alternate Payee would be entitled to
a specific portion of the Participant's interest in the pension plan maintained by the
Participant's employer; and

WHEREAS, Paragraph _____ of the Agreement directs that a qualified
domestics relations order to be entered into so as to comply with the terms of the
Agreement; and

WHEREAS, KRS 403.190 permits the division of marital property in the
dissolution of marriage.

IT IS HEREBY ORDERED as follows:

(1) That this Order is intended to be a Qualified Domestic Relations Order ("QDRO") pursuant to, and intended to comply with, Section 206(d)(3) of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") and Sections 401(A)(13) and 414(p) of the Internal Revenue Code of 1986, as amended ("Code"), the purpose of dividing retirement plan benefits between former spouses in an action for dissolution of marriage.

(2) That the retirement plan subject to this Order is the Toyota Motor Manufacturing _____ (Choose one: Salaried Employee Savings Retirement Plan & Trust or Hourly Employee Savings Retirement Plan & Trust) maintained by Toyota Motor Manufacturing ("Employer").

(3) That the Participant is _____
(Social Security Number. _____; Date of Birth _____,
199__), whose last know mailing address is _____
_____.

The Alternate Payee is _____
(Social Security Number _____; Date of Birth _____,
199__); whose last know mailing address is _____
_____.

(4) That the amount of the Participant's benefits under the Plan to be awarded to the Alternate Payee shall be equal to \$_____
(alternative: ____% of the Participant's vested Elective Deferral Contribution Account and Vested Matching Account as of _____, 199__).
(Note: prior to June 30, 1996, accounts were valued quarterly - March 31, June 30, September 30 and December 31.)

(5) That the period to which this Order applied shall be until the benefits to which the Alternate Payee is entitled under this Order are paid to or on behalf of the Alternate Payee pursuant to the procedures in effect under the Plan.

(6) That upon a determination by the Employer that the Order constitutes a "qualified domestic relations order" pursuant to Section 414(p) of the Code, the amount of benefits awarded to the Alternate Payee hereunder shall be segregated from the "Account Balance(s)" of the Participant as of a Valuation Date as soon as administratively feasible after a determination that the Order is qualified and held in account(s) under the Plan for the Alternate Payee until distributed to or on behalf of the Alternate Payee.

(7) That the Account(s) established under the Plan for the Alternate Payee shall be credited with earnings (or losses) in the same manner as other account(s) under the Plan as of and until the Valuation Date preceding the date of distribution to or on behalf of the Alternate Payee.

(8) That nothing contained in this Order shall be construed to require the Plan, the Employer or the Trustee of the Plan to Provide:

- (a) any type of benefits or any option that is not otherwise provided under the Plan;
- (b) increased benefits; or
- (c) payment of benefits to the Alternate Payee which are required to be paid to another alternate payee under another order previously determined to be a "qualified domestic relations order" pursuant to Section 414(p) of the Code.

(9) That Participant and Alternate Payee shall cooperate in executing

the assignment of this interest by keeping the Employer apprised of their current mailing addresses, and by providing such other information as the Employer shall deem necessary for the proper administration of the Plan in accordance with this Order.

(10) That if the Alternate Payee dies before the Account established under the Plan pursuant to this Order is distributed to the Alternate Payee, such Account(s) shall be distributed to the estate of the Alternate Payee at the time and in the manner payable to the Alternate Payee.

(11) That copies of this Order shall be sent via ordinary mail from counsel for the Alternate Payee, as the authorized representative of the Alternate Payee, to the Employer.

(12) The Court shall retain jurisdiction so that this Order may be amended as necessary in order to comply with the requirements of a "qualified domestic relations order" pursuant to Section 206(d)(3) of ERISA and Section 414(p) of the Code as determined by Employer.

Dated this _____ day of _____, 199_____.

Judge:

TO BE ENTERED:
NOTICE OF ENTRY WAIVED:

ATTORNEYS FOR PETITIONER

ATTORNEYS FOR RESPONDENT

CASE NO _____

JEFFERSON FAMILY COURT
DIVISION _____

In re the Marriage of

PETITIONER

MANDATORY CASE DISCLOSURE-R-1

and

OF _____

RESPONDENT

All sections must be completed. If the question is not applicable, write "N/A".

BACKGROUND DATA

Name: _____

Address: _____

Social Security #: _____ Date of birth: _____

Date/place of marriage: _____ Date of separation: _____

Spouse's Name: _____

Spouse's Social Security #: _____ Spouse's Date of birth: _____

My occupation is: _____ I am currently employed at: _____

Employer's address: _____

My Previous Position:

START DATE	END DATE	EMPLOYER	GROSS/ MONTHLY	POSITION	REASON FOR LEAVING

My Spouse's occupation is: _____ He/She is currently employed at: _____

His/Her Employer's address: _____

We have _____ minor children of this marriage, ages _____ and _____

Children of this marriage: Name: _____ DOB: _____

Name: _____ DOB: _____; Name: _____ DOB: _____

Typically, the children are living with me _____ nights per week.

CASE NO. _____

ISSUES IN DISPUTE

(Check those applicable)

____ Marriage Irretrievably broken
____ Custody
____ Child Support
____ Maintenance
____ Division of marital property
____ Restoration of non-marital property

____ Valuation Issues
____ Responsibility for Debt(s)
____ Discovery Issues
____ Attorney fees/costs
____ Other (Describe under "Special Problems" on Page 4)

INCOME AND CHILD EXPENSES

My total gross monthly income (without deductions) from all sources, including but not limited to interest and dividends, expense account allowances, AFDC, SSI/SS, Retirement, VA Benefits, Unemployment, Child Support, Maintenance, Food Stamps, etc. is: _____.
(Attach proof of income including your three most recent pay check stubs, copy of most recent dividend statement, tax return, etc.)

I believe the monthly gross income (without deductions) of my spouse is: _____.
(Attach any pertinent information.)

The total monthly child care expense for our child(ren) is: _____.
(Attach proof.)

The child care expense is paid by: _____

The monthly cost of health insurance for our child(ren) is: _____.
(Difference between the cost of single and family plans.)

The health insurance is paid by: _____

LIVING EXPENSES

My Total Monthly living expenses are: _____. Attach "Monthly Living Expenses Schedule" if either a Maintenance or Child Support Claim is being asserted.

ASSET/DEBT DISCLOSURE SCHEDULES

All applicable Schedules must be fully completed. "Unknown" is not an acceptable answer to questions of value. However, "AR" (Appraisal Required) may be used for business values or other special valuation problems. The Court will assume all values assigned to property are estimated, unless the parties agree on the value given or they fail to supply the Court with evidence of the item's actual value before trial. If a schedule does not apply write "NA" in the asset summary and do not attach the schedule.

CASE NO. _____

N/M = Non-marital Property, generally, is property or that portion thereof, owned before marriage, given to or inherited by one of the parties after the marriage, or property received in exchange for non-marital property. IF YOU ARE CLAIMING NON-MARITAL PROPERTY YOU MUST ATTACH TO THIS FORM AN EXPLANATION AS TO WHY YOU BELIEVE THE PROPERTY IS NON-MARITAL, AS WELL AS ATTACH HERETO ALL DOCUMENTATION YOU HAVE AT THIS TIME TO PROVE YOUR NON-MARITAL CLAIM. YOU ARE UNDER A CONTINUING DUTY TO SUPPLY YOUR SPOUSE, OR THEIR ATTORNEY, WITH ANY AND ALL ADDITIONAL PROOF OF YOUR NON-MARITAL CLAIM AS YOU RECEIVE IT.

M = Marital Property, generally, is property or that portion thereof, acquired or accumulated during the time of the marriage.

NA = Not Applicable (in Value column)

AR = Appraisal Required (in Value column)

		Asset/Debt Summary			
		Value	M Value	N/M Value	Lien/Debt
1.	Total Furniture: Attach Schedule "A".	_____	_____	_____	
2.	Total Vehicles/Boats: Attach Schedule "B".	_____	_____	_____	_____
3.	Total Bank Accounts: Attach Schedule "B".	_____	_____	_____	
4.	Total Cash: Attach Schedule "B".	_____	_____	_____	
5.	Total Life Insurance: Attach Schedule "B".	_____	_____	_____	
6.	Total Real Estate Attach Schedule "C".	_____	_____	_____	_____
7.	Total Stocks/Bonds: Attach Schedule "C".	_____	_____	_____	
8.	Total Pension, Retirement, Profit Sharing and other Employer Retirement plans: Attach Schedule "C".	_____	_____	_____	
9.	Closely held Businesses: Attach Schedule "D".	_____	_____	_____	
10.	Total other Personal Property: Attach Schedule "D".	_____	_____	_____	
11.	Total Debts: Attach Schedule "E"		(_____)	(_____)	(_____)
TOTALS:		ESTATE	MARITAL	NON-MARITAL	DEBT
		\$ _____	\$ _____	\$ _____	\$ _____

CASE NO. _____

SPECIAL PROBLEMS

I believe we will have the following special problems in our divorce:(i.e.: Business valuation, child or party with special medical needs, etc.)

REQUIRED ATTACHMENTS

To complete this section, you must attach all of the following documents and/or provide the requested information on a separate sheet and attach to this form. In the spaces provided, mark as follows:

"A" = to indicate that the requested document/information is attached

"X" = to indicate that requested document/information is unavailable
(Provide explanation on a separate page.)

"NA"= if not applicable

I. EMPLOYMENT/INCOME INFORMATION

- ____ 1. Three (3) most recent paycheck stubs.
- ____ 2. Federal Income Tax Return for the last year filed.
- ____ 3. State Income Tax Return for the last year filed.
- ____ 4. Documentation of all other income for the past 48 months, including source of income and amount of income received year to date.

II. CHILDREN

- ____ 1. Verification of work-related childcare expense.
- ____ 2. Verification of cost of health/medical/dental insurance for children's portion (e.g. difference between cost of single and family plans).

III. ASSETS

- ____ 1. Most recent statement of each bank account.
- ____ 2. Most recent brokerage statements or documentation of purchase and/or value for each investment.
- ____ 3. Explanation of source of cash holdings, location and amount of cash.
- ____ 4. For each piece of real estate, copy of deed, documentation of all indebtedness (i.e. mortgage, home equity loan, liens, etc.) including unpaid balance and payoff (with date payoff amount obtained) for each debt, and current tax assessment.
- ____ 5. Declaration page of life insurance policies and documentation of cash surrender values.
- ____ 6. Documentation of benefits accrued in pension, profit-sharing, 401K or other retirement plans, including most recent statement of each such plan and the name, address and phone number of plan administrator.
- ____ 7. For each vehicle, provide amount of payoff of any indebtedness (including date payoff amount obtained) and copy of title.

CASE NO. _____

- ____ 8. For each business interest, list name of business, extent of interest or title in business (i.e. owner, shareholder, partner, etc.); provide a copy of last income tax return filed by business entity and documentation of income earned (or portion received) through business during the last twenty-four (24) months, or explain why not available.
- ____ 9. Provide a list describing any other assets you have an interest in, including any documentation as to the value of said assets, if applicable.
- ____ 10. **NON-MARITAL INTEREST.** For each asset in which you claim a non-marital interest, provide the value of the non-marital interest, date asset was acquired, and source of non-marital interest (trace and document non-marital funds used to acquire asset).

IV. DEBTS

- ____ 1. For each debt, provide the last statement or documentation of unpaid balance, or explain why documentation is not available.
- ____ 2. For each debt designated as "non-marital", list the party you think should assume responsibility for said debt and why.

VERIFICATION

I, _____, declare under penalty of perjury that the following information, including information provided in any schedules and attachments, is true and accurate to the best of my knowledge, information and belief.

Petitioner/Respondent

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

Subscribed and sworn to before me, by _____ on this _____ day of _____, 199____.

My commission expires: _____

NOTARY PUBLIC
KENTUCKY, STATE AT LARGE

CERTIFICATE

IT IS HEREBY CERTIFIED that a copy of the foregoing MANDATORY CASE DISCLOSURE(with schedules and attachments) was mailed on this _____ day of _____, 199____, to: _____

Counsel for: _____

CASE NO. _____

SCHEDULE "B"

VEHICLES: Automobiles, Motorcycles, Boats, Trucks, etc.

YEAR	MAKE & MODEL	M \$ VALUE	N/M \$ VALUE	DEBT	NADA RETAIL VALUE	VALUE
TOTAL VEHICLE VALUES:						

BANK ACCOUNTS: Checking, Savings, CDs, etc.

NAME OF INSTITUTION	M \$ VALUE	N/M \$ VALUE	ACCOUNT #, NAME	TYPE	BALANCE
TOTAL:					

CASH: Include Traveler's Checks, Credit Balances, other Liquid Assets

ITEM:	\$ VALUE OR BALANCE
TOTAL \$ VALUE OR BALANCE:	

LIFE INSURANCE:

CO. ISSUING POLICY	POLICY #	TERM/ WHOLE LIFE	M \$ VALUE	N/M \$ VALUE	BENEFI- CIARY	CASH VALUE
TOTAL PRESENT CASH VALUE:						

CASE NO. _____

SCHEDULE "C"

REAL PROPERTY

LOCATION	M \$ VALUE	N/M \$ VALUE	MORT. CO./ PAYOFF & DATE	MO. PAY'T	FAIR MARKET VALUE
TOTAL FAIR MARKET VALUE:					

STOCKS, BONDS, PORTFOLIOS, MONEY MARKETS, ETC (Use separate list if necessary)

OWNER NAME & ACCOUNT #	SECURITY NAME & # SHARES	M \$ VALUE	N/M \$ VALUE	DATE OF VALUATION	\$ VALUE
TOTAL:					

RETIREMENT BENEFITS, IRA, KEOGH, PENSION AND ALL OTHER BENEFIT PLANS, ETC.

Type of Plan COMPANY or INSTITUTION	CONTRIBUTORY and balance or NON-CONTRIBUTORY and balance	VESTED or UNVESTED	LOAN BALANCE	AMOUNT TO BE RECEIVED		
				YR.	MN	\$ AMT.
TOTAL VALUE:						

CASE NO. _____

SCHEDULE "D"

BUSINESS INTERESTS

NAME OF BUSINESS and OWNER	N/M INTEREST? (Y/N)	TYPE OF BUSINESS	CORPORATION, SOLE PROPRIETORSHIP, PARTNERSHIP

OTHER PERSONAL PROPERTY (Trade Marks, Patents, Copyrights, etc.)

NATURE OF PROPERTY	M S VALUE	N/M S VALUE	TOTAL S VALUE
TOTAL:			

FORM NO. 3

NO. _____

JEFFERSON FAMILY COURT

DIVISION _____

PETITIONER

vs.

NOTIFICATION OF
CUSTODY AND/OR VISITATION ISSUE

RESPONDENT

*** **

Notice is hereby given that issues regarding custody and/or visitation of the parties' minor children exist.

The Petitioner's address is: _____

Telephone number: _____

The Respondent's address is: _____

Telephone number: _____

The opposing counsel's
address is (if applicable): _____

Telephone number: _____

CERTIFICATE

Counsel certifies that a copy of the foregoing, along with the financial information required by Rule 612A, has been filed with the Jefferson Family Court and that a copy has been forwarded to the Family Court Support Worker, Division _____, and opposing counsel or pro se party.

Counsel for
Petitioner/Respondent

Address

Phone: _____

Date: _____

FORM NO. 4

NO. _____

JEFFERSON FAMILY COURT
DIVISION _____

PETITIONER

vs. ORDER AND NOTICE OF MEDIATION

RESPONDENT

*** **

You are hereby notified that your case has been assigned to mediation on one or both of the following issues: custody and/or visitation. You may be accompanied by an attorney if you wish.

The following mediator has been assigned:

Name

Address

Telephone Number

Please contact your mediator for an appointment within ten days of receipt of this notice. Your first session will include orientation to explain mediation, how it works and the benefits of mediation. If the parties wish to agree on a private mediator, you must notify the Family Court Support Worker (using Form No. 5) of the name, address and telephone number of the person selected by agreement.

The portion of the fee per session per hour for the Petitioner is \$_____ and for the Respondent is \$_____. Fees shall be paid in advance (may be awarded as costs at the conclusion of this case).

The Court requests that both parties meet with the mediator(s) a sufficient number of times to allow the process to work, but after that, should either party or the mediator determine that mediation is not working, either may withdraw or the mediator may terminate the mediation.

If you are able to reach an agreement, the mediator will submit a draft of that agreement to your attorneys. If an agreement is not possible, the mediator will report that and nothing more.

Statements made during mediation by either party shall be privileged and exempt from subpoena and discovery and shall not be admissible in any proceeding for any purpose, nor shall any mediator testify in any action before this Court unless such disclosure is mandated by KRS 209.030 or 620.030 (Mandatory Reporting of Adult or Child Abuse).

If you do not want your case to go to mediation, you or your attorney may complete Form No. 5 explaining why you do not wish to attend mediation. This form must be sent to the Family Court Support Worker to process your request.

Your failure to comply with this order and notice could result in your having to pay part or all of the expenses of the mediator and attorney's fees or suffer any appropriate sanction for contempt.

JUDGE, JEFFERSON FAMILY COURT

DATE

cc: Family Court Support Worker's file
Mediator
Attorneys
Petitioner
Respondent

Rev. 2/11/93

NO. _____

JEFFERSON FAMILY COURT

_____ DIVISION

_____ PETITIONER

vs. _____

ORAL PROOF BEFORE COMMISSIONER

_____ RESPONDENT

* * * * *

Proof given by _____

Petition filed _____

Entry of Appearance _____ Respondent served _____

Agreement Dated/Filed _____

1. Parties married ____/____/19____, in _____
2. Separated since ____/____/19____. 60 days required (403.170).
Where children are involved, 60 days from service (403.044).
3. _____ resident(s) of Kentucky more than 180 days
immediately preceding the filing of this action.
4. Marriage is irretrievably broken? _____
5. Petitioner's age _____; employed by _____
6. Respondent's age _____; employed by _____
7. _____ minor child(ren).
8. _____ gets custody.
9. _____ is not pregnant.
10. Have the parties and children completed the Families in
Transition Program? _____ Waived by Court Order? _____
11. Wife: restoration of former name? _____
12. Agreement found to be conscionable: yes _____ no _____

13. Child support per Guidelines? _____ Prior Court Order? _____
14. Addendum re: deviation? _____
15. 609 in file (notarized and sent to other party)? _____

RECOMMENDATION: Enter Decree _____

Deny entry of Decree based on _____

COMMISSIONER _____ DATE _____

Form FB-1 Notice to Attend Parents Education Clinic and/or Kids' Time
COMMONWEALTH OF KENTUCKY
FAYETTE CIRCUIT COURT
FAMILY BRANCH
_____ DIVISION

IN RE THE MARRIAGE OF:

PETITIONER
AND NOTICE TO ATTEND PARENTS EDUCATION NO. ____-CI-____
CLINIC AND/ OR KIDS' TIME

RESPONDENT

TO: PETITIONER and RESPONDENT

Within sixty (60) days of the date on this Notice, you are hereby notified to attend the Parents Education Clinic and to take your children who are enrolled in school grades 1 through 5 to Kids' Time. The schedule for the Parents Education Clinic and Kids' Time is printed on the back of this Notice. Questions regarding Parents Education Clinic and Kids' Time should be directed to the Office of the Friend of the Court, Room 407, Fayette County Courthouse, 215 West Main St., Lexington, Kentucky 40507 (606-246-2222).

If a party fails either to attend the Parents Education Clinic or to take a child to Kids' Time, the disobedient party will be subject to appropriate sanctions including contempt.

A fee of \$5.00 will be paid by each party at the time of attending the Parents Education Clinic. A fee of \$4.00 for the first child and \$2.00 for each additional child of the parties will be paid by the parties at the time the children attend Kids' Time. All fees shall be paid to the Parents Education Clinic, Inc. (a nonprofit corporation established by the Fayette County Bar Association).

DATED: _____

ROBERT M. TRUE
CLERK, FAYETTE CIRCUIT COURT

BY: _____ D.C.

Form FB-2 Checklist Certificate

<p>Fayette Circuit Court Family Branch ____ Division ____ Cl _____</p>	<p>CHECKLIST CERTIFICATE</p> <p>Form FB-2 Rev. 8/98</p>	<p>_____ Petitioner/Joint Petitioner</p> <p>_____ Respondent/Joint Petitioner</p>
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The undersigned certifies the following:

- ☐ 1. Petition is verified and complies with all statutory requirements.
- ☐ 2. Summons was issued by the Clerk.
- ☐ 3. Respondent is properly before the Court by one of the following means:
 - ☐ summons served upon Respondent by sheriff or constable;
 - ☐ summons served by certified mail and return receipt signed by Respondent;
 - ☐ verified Entry of Appearance signed by Respondent and filed in record;
 - ☐ verified response; OR
 - ☐ entry of warning order and the report of warning order attorney has been filed.
- ☐ 4. (a) 20 days have passed since service upon Respondent; and
(b) 60 days have passed since the parties' date of separation.
- ☐ 5. If there are minor children of the parties:
 - (a) 60 days have passed since service of summons, filing of entry of appearance or response or the appointment of a warning order attorney;
 - (b) both parents have attended the Parent Education Clinic, or an order waiving the requirement is of record;
 - (c) children in grades 1 through 5 have attended Kids' Time, or an order waiving the requirement is in the record;
 - (d) a completed child support guideline worksheet reflecting the parties' obligations is in the record or will be submitted at the hearing or with the order of submission;
 - (e) a Wage Assignment Order, if applicable, is in the record or will be submitted at the hearing or with the order of submission; and
 - (f) a completed Domestic Relations Office informational form (Green sheet) will be submitted to the Domestic Relations Office upon entry of the Decree.
- ☐ 6. An executed settlement agreement is (check one):
 - ☐ filed in the record;
 - ☐ executed, to be filed at hearing; OR
 - ☐ executed, but not to be entered.
- ☐ 7. If child support is ordered, the Decree to be tendered states: (a) the amount; (b) the frequency of the payments; (c) all payments are payable through Domestic Relations Office; (d) payments are enforceable by wage assignment, if applicable; (e) the party responsible for health insurance and medical expenses of the child(ren), and (f) social security numbers of the parties.

DATE: _____

Attorney for _____ [Petitioner]
[Respondent]

APPENDIX B

SUPREME COURT RULES AND STATUTORY PROVISIONS

Kentucky Supreme Court Rule 3.130: Kentucky Rules Of Professional Conduct

- Rule 1.7 Conflict of Interest: General Rule
- Rule 1.8 Conflict of Interest: Prohibited Transactions
- Rule 1.9 Conflict of Interest: Former Client

Kentucky Revised Statutes

- 403.044 Testimony in Certain Cases not Taken for Sixty Days After Complaint Filed
- 403.140 Marriage - Court May Enter Decree of Dissolution or Separation
- 403.150 Procedure - Commencement of Action, Pleadings, Abolition of Existing Defenses
- 403.170 Marriage - Irretrievable Breakdown
- 403.215 Assignment of Wages for Child Support Obligations
- 403.480 Information Under Oath to be Submitted to Court - Continuing Duty
- 452.470 Where Action for Maintenance or Dissolution Must be Brought
- 454.210 Personal Jurisdiction of Courts over Nonresident - Process, How Served -- Venue

Kentucky Supreme Court Rule 3.130: Kentucky Rules Of Professional Conduct

Rule 1.7. Conflict of interest: general rule.

(a) A lawyer shall not represent a client if the representation of that client will be directly adverse to another client, unless:

- (1) The lawyer reasonably believes the representation will not adversely affect the relationship with the other client; and
- (2) Each client consents after consultation.

(b) A lawyer shall not represent a client if the representation of that client may be materially limited by the lawyer's responsibilities to another client or to a third person, or by the lawyer's own interests, unless:

- (1) The lawyer reasonably believes the representation will not be adversely affected; and
- (2) The client consents after consultation. When representation of multiple clients in a single matter is undertaken, the consultation shall include explanation of the implications of the common representation and the advantages and risks involved.

Rule 1.8. Conflict of interest: prohibited transactions.

(a) A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security or other pecuniary interest adverse to a client unless:

(1) The transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing to the client in a manner which can be reasonably understood by the client;

(2) The client is given a reasonable opportunity to seek the advice of independent counsel in the transaction; and

(3) The client consents in writing thereto.

(b) A lawyer shall not use information relating to representation of a client to the disadvantage of the client unless the client consents after consultation.

(c) A lawyer shall not prepare an instrument giving the lawyer or a person related to the lawyer as parent, child, sibling, or spouse any substantial gift from a client, including a testamentary gift, except where the client is related to the donee.

(d) Prior to the conclusion of representation of a client, a lawyer shall not make or negotiate an agreement giving the lawyer literary or media rights to a portrayal or account based in substantial part on information relating to the representation.

(e) A lawyer shall not provide financial assistance to a client in connection with pending or contemplated litigation, except that:

(1) A lawyer may advance court costs and expenses of litigation, the repayment of which may be contingent on the outcome of the matter; and

(2) A lawyer representing an indigent client may pay court costs and expenses of litigation on behalf of the client.

(f) A lawyer shall not accept compensation for representing a client from one other than the client unless:

(1) Such compensation is in accordance with an agreement between the client and the third party or the client consents after consultation;

(2) There is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship; and

(3) Information relating to representation of a client is protected as required by Rule 1.6.

(g) A lawyer who represents two or more clients shall not participate in making an aggregate settlement of the claims of or against the clients, or in a criminal case an aggregated agreement as to guilty or nolo contendere pleas, unless each client consents after consultation, including disclosure of the existence and nature of all the claims or pleas involved and of the participation of each person in the settlement.

(h) A lawyer shall not make an agreement prospectively limiting the lawyer's liability to a client for malpractice unless permitted by law and the client is independently represented in making the agreement, or settle a claim for such liability with an unrepresented client or former client without first advising that person in writing that independent representation is appropriate in connection therewith.

(i) A lawyer related to another lawyer as parent, child, sibling or spouse shall not represent a client in a representation directly adverse to a person who the lawyer knows is represented by the other lawyer except upon consent by the client after consultation regarding the relationship.

(j) A lawyer shall not acquire a proprietary interest in the cause of action or subject matter of litigation the lawyer is conducting for a client, except that the lawyer may:

(1) Acquire a lien granted by law to secure the lawyer's fee or expenses; and

(2) Contract with a client for a reasonable contingent fee in a civil case.

Rule 1.9. Conflict of interest: former client.

A lawyer who has formerly represented a client in a matter shall not thereafter:

(a) Represent another person in the same or a substantially related matter in which that person's interests are materially adverse to the interests of the former client unless the former client consents after consultation; or

(b) Use information relating to the representation to the disadvantage of the former client except as Rule 1.6 would permit with respect to a client or when the information has become generally known.

Kentucky Revised Statutes

403.044. Testimony in certain cases not taken for sixty days after complaint filed. — In divorce actions in which there are minor children who are the issue of the marriage no testimony other than on temporary motions shall be taken or heard before sixty (60) days have elapsed from the date of service of summons, the appointment of a warning order, attorney or the filing of an entry of appearance or a responsive pleading by the defendant, whichever occurs first. (Enact. Acts 1968, ch. 43, § 2; 1972, ch. 253, § 1; 1980, ch. 45, § 1, effective July 15, 1980.)

403.140. Marriage — Court may enter decree of dissolution or separation. — (1) The circuit court shall enter a decree of dissolution of marriage if:

(a) The court finds that one of the parties, at the time the action was commenced, resided in this state, or was stationed in this state while a member of the armed services, and that the residence or military presence has been maintained for 180 days next preceding the filing of the petition;

(b) The court finds that the conciliation provisions of KRS 403.170 either do not apply or have been met;

(c) The court finds that the marriage is irretrievably broken; and

(d) To the extent it has jurisdiction to do so, the court has considered, approved or made provision for child custody, the support of any child of the marriage entitled to support, the maintenance of either spouse, and the disposition of property.

(2) If a party requests a decree of legal separation rather than a decree of dissolution of marriage, the court shall grant the decree in that form unless the other party objects, in which latter event the other provisions of this chapter shall apply. (Enact. Acts 1972, ch. 182, § 4.)

403.150. Procedure — Commencement of action, pleadings, abolition of existing defenses.

- (1) All proceedings under this chapter are commenced in the manner provided by the Rules of Civil Procedure.
 - (2) The verified petition in a proceeding for dissolution of marriage or legal separation shall allege the marriage is irretrievably broken and shall set forth:
 - (a) The age, occupation, and residence of each party and his length of residence in this state. If domestic violence and abuse, as defined in KRS 403.720, is alleged by either party, the party filing the petition shall certify the existence and status of any domestic violence protective orders. The party filing the petition and alleging the abuse may substitute the party's attorney's address as the address of the party and any minor children;
 - (b) The date of the marriage and the place at which it was registered;
 - (c) That the parties are separated and the date on which the parties separated;
 - (d) The names, ages, and addresses of any living infant children of the marriage, and whether the wife is pregnant;
 - (e) Any arrangements as to custody, visitation, and support of the children and the maintenance of a spouse; and
 - (f) The relief sought.
 - (3) Either or both parties to the marriage may initiate the proceeding.
 - (4) If a proceeding is commenced by one of the parties, the other party must be served in the manner provided by the Rules of Civil Procedure and may file a verified response.
 - (5) Previously existing defenses to divorce and legal separation, including but not limited to condonation, connivance, collusion, recrimination, insanity, and lapse of time, are abolished.
 - (6) The court may join additional parties proper for the exercise of its authority to implement this chapter.
 - (7) When the wife is pregnant at the time the petition is filed, the court may continue the case until the pregnancy is terminated.
- (Enact. Acts 1972, ch. 182, § 5; 1992, ch. 169, § 1, effective July 14, 1992.)

403.170. Marriage — Irretrievable breakdown. — (1) If both of the parties by petition or otherwise have stated under oath or affirmation that the marriage is irretrievably broken, or one of the parties has so stated and the other has not denied it, the court, after hearing, shall make a finding whether the marriage is irretrievably broken. No decree shall be entered until the parties have lived apart for sixty (60) days. Living apart shall include living under the same roof without sexual cohabitation. The court may order a conciliation conference as a part of the hearing.

(2) If one of the parties has denied under oath or affirmation that the marriage is irretrievably broken, the court shall consider all relevant factors, including the circumstances that gave rise to filing the petition and the prospect of reconciliation, and shall:

- (a) Make a finding whether the marriage is irretrievably broken; or
- (b) Continue the matter for further hearing not fewer than thirty (30) nor more than sixty (60) days later, or as soon thereafter as the matter may be reached on the court's calendar, and may suggest to the parties that they seek counseling.

The court, at the request of either party shall, or on its own motion may, order a conciliation conference. At the adjourned hearing the court shall make a finding whether the marriage is irretrievably broken.

(3) A finding of irretrievable breakdown is a determination that there is no reasonable prospect of reconciliation. (Enact. Acts 1972, ch. 182, § 7; 1978, ch. 236, § 2, effective June 17, 1978.)

403.215. Assignment of wages for child support obligations.

After July 15, 1990, any new or modified order or decree which contains provisions for the support of a minor child or minor children, shall provide for a wage assignment which shall begin immediately except for good cause shown. If good cause is shown, the wage assignment shall take effect when an arrearage accrues that is equal to the amount of support payable for one (1) month, pursuant to KRS 405.465.

(Enact. Acts 1986, ch. 487, § 11, effective July 15, 1986; 1988, ch. 411, § 3, effective July 15, 1988; 1990, ch. 418, § 14, effective July 13, 1990.)

403.480. Information under oath to be submitted to court — Continuing duty. — (1) Every party in a custody proceeding in his first pleading or in an affidavit attached to that pleading shall give information under oath as to the child's present address, the places where the child has lived within the last five (5) years, and the names and present addresses of the persons with whom the child has lived during that period. In this pleading or affidavit every party shall further declare under oath whether:

(a) He has participated (as a party, witness, or in any other capacity) in any other litigation concerning the custody of the same child in this or any other state;

(b) He has information of any custody proceeding concerning the child pending in a court of this or any other state; and

(c) He knows of any person not a party to the proceedings who has physical custody of the child or claims to have custody or visitation rights with respect to the child.

(2) If the declaration as to any of the above items is in the affirmative the declarant shall give additional information under oath as required by the court. The court may examine the parties under oath as to details of the information furnished and as to other matters pertinent to the court's jurisdiction and the disposition of the case.

(3) Each party has a continuing duty to inform the court of any custody proceeding concerning the child in this or any other state of which he obtained information during this proceeding. (Enact. Acts 1980, ch. 69, § 9, effective July 15, 1980.)

452.470. Where action for maintenance or dissolution must be brought. — An action for maintenance or dissolution must be brought in the county where the husband or wife usually resides. (C. C. 76: trans. Acts 1952, ch. 84, § 1; 1982, ch. 58, § 1, effective July 15, 1982.)

454.210. Personal jurisdiction of courts over nonresident — Process, how served — Venue.

- (1) As used in this section, "person" includes an individual, his executor, administrator, or other personal representative, or a corporation, partnership, association, or any other legal or commercial entity, who is a nonresident of this Commonwealth.
- (2) (a) A court may exercise personal jurisdiction over a person who acts directly or by an agent, as to a claim arising from the person's:
 1. Transacting any business in this Commonwealth;
 2. Contracting to supply services or goods in this Commonwealth;
 3. Causing tortious injury by an act or omission in this Commonwealth;
 4. Causing tortious injury in this Commonwealth by an act or omission outside this Commonwealth if he regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in this Commonwealth, provided that the tortious injury occurring in this Commonwealth arises out of the doing or soliciting of business or a persistent course of conduct or derivation of substantial revenue within the Commonwealth;
 5. Causing injury in this Commonwealth to any person by breach of warranty expressly or impliedly made in the sale of goods outside this Commonwealth when the seller knew such person would use, consume, or be affected by, the goods in this Commonwealth, if he also regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in this Commonwealth;
 6. Having an interest in, using, or possessing real property in this Commonwealth, providing the claim arises from the interest in, use of, or possession of the real property, provided, however, that such in personam jurisdiction shall not be imposed on a nonresident who did not himself voluntarily institute the relationship, and did not knowingly perform, or fail to perform, the act or acts upon which jurisdiction is predicated;
 7. Contracting to insure any person, property, or risk located within this Commonwealth at the time of contracting.
 8. Committing sexual intercourse in this state which intercourse causes the birth of a child when:
 - a. The father or mother or both are domiciled in this state;
 - b. There is a repeated pattern of intercourse between the father and mother in this state; or
 - c. Said intercourse is a tort or a crime in this state;
- (b) When jurisdiction over a person is based solely upon this section, only a claim arising from acts enumerated in this section may be asserted against him.
- (3) (a) When personal jurisdiction is authorized by this section, service of process may be made on such person, or any agent of such person, in any county in this Commonwealth, where he may be found, or on the secretary of state who, for this purpose, shall be deemed to be the statutory agent of such person;

- (b) The clerk of the court in which the action is brought shall issue a summons against the defendant named in the complaint. The clerk shall execute the summons by sending by certified mail two (2) true copies to the secretary of state and shall also mail with the summons two (2) attested copies of plaintiff's complaint. The secretary of state shall, within seven (7) days of receipt thereof in his office, mail a copy of the summons and complaint to the defendant at the address given in the complaint. The letter shall be posted by certified mail, return receipt requested, and shall bear the return address of the secretary of state. The clerk shall make the usual return to the court, and in addition the secretary of state shall make a return to the court showing that the acts contemplated by this statute have been performed, and shall attach to his return the registry receipt, if any. Summons shall be deemed to be served on the return of the secretary of state and the action shall proceed as provided in the Rules of Civil Procedure; and
- (c) The clerk mailing the summons to the secretary of state shall mail to him, at the same time, a fee of ten dollars (\$10), which shall be taxed as costs in the action.
- (4) When the exercise of personal jurisdiction is authorized by this section, any action or suit may be brought in the county wherein the plaintiff resides or where the cause of action or any part thereof arose.
- (5) A court of this Commonwealth may exercise jurisdiction on any other basis authorized in the Kentucky Revised Statutes or by the Rules of Civil Procedure, notwithstanding this section.
- (Enact. Acts 1968, ch. 46, §§ 1 to 5; 1972, ch. 307, § 3; 1974, ch. 315, § 87; 1976, ch. 27, § 20; 1978, ch. 402, § 7, effective June 17, 1978; 1980, ch. 114, § 107, effective July 15, 1980; 1982, ch. 136, § 1, effective July 15, 1982; 1982, ch. 159, § 5, effective July 15, 1982; 1984, ch. 56, § 1, effective July 13, 1984; 1986, ch. 204, § 13, effective July 15, 1986; 1988, ch. 185, § 3, effective July 15, 1988.)